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OF
THE REPORTS
OF
'OMMITTEE OF INQUIRY
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I the Thikanas of Panchpana-Singhana

II the Taluq of Babai

III the Thikana of Sikar

IV the Thikana of Uniara

V the Thikana of Patan

AND

VI the Thikanas of Khandela

in the Jaipur State

(1934-1935 A.D.)

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REPORT

ON

PANCHPANA-SINGHANA

BY

C U WILLS, C.I.E., I.C.S. (*retired*)

PANDIT SEETLA PRASAD BAJPEYI, C.I.E.,
RAI BAHADUR (*Chief Justice, Jaipur State*)

THAKUR MAHENDRA PAL SINGH OF KOTLA
(*U. P Civil Service*)

FORMING

THE COMMITTEE OF INQUIRY

APPOINTED IN ACCORDANCE WITH

JAIPUR STATE GAZETTE NOTIFICATION No 17164

DATED THE 17TH OF NOVEMBER, 1933

LIST OF ABBREVIATIONS USED IN THIS REPORT

Brooke — Political History of the State of Jeypore by Col J C Brooke (1868)

P S — State Papers relating to Panchpana Singhana

Tod — Annals and Antiquities of Rajasthan by Lt Col James Tod, edited by W Crooke (1920)

Transactions — Political and Military Transactions in India by H T Prinsep (1823)

W A — Written Argument on behalf of the Thakurs of Panchpana-Singhana

Wilson — The History of British India from 1805 to 1835 by H H Wilson (1858)

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REPORT

ON

THE PANCHPANA-SINGHANA THIKANAS

PART I — INTRODUCTION

1 A copy of Mr Wills' printed report of the 12th of July, 1933, was forwarded on the 22nd of November, to the Panchpana-Singhana Sardars, with a copy of Jaipur Gazette Notification No 17164, dated the 17th of November, 1933 Their case was originally fixed for March 1934, but they made repeated representations, asking that more time might be allowed them for the preparation of their arguments In particular, they desired access to the Old British Records in Calcutta — and it was evident that this would involve considerable delay It was decided therefore, to postpone the case to the following cold weather In July and August Counsel on behalf of the Thikanas was permitted to examine the old papers in the Imperial Record Rooms at Calcutta and a full Written Argument was submitted to this Committee on the 26th of November The hearing of the case was finally fixed for the 11th of December 1934 But the Thikanas now declined to argue their case orally before us on the pretext that under His Highness orders (which had been conveyed to them twelve months before) they were not permitted to employ Counsel for this purpose from outside *the State The case was, thereupon finally closed and we now proceed* to review the history and status of the Panchpana-Singhana Thikanas in the light of the Written Argument they have placed before us This Written Argument has been separately printed by the Thikanedars themselves and is therefore not reproduced with this report but we may at the outset correct certain mis-statements made in the Preface to that Written Argument over the name of the Panchpana Sardars It is there stated that all political files and documents of Jaipur Darbar and Jaipur Residency not accessible to the Sardars of Shekhawati were supplied to Mr Wills"

In fact, not a single relevant document in the possession of the State, which has been utilized, directly or indirectly, by Mr Wills or by this Committee, has been withheld from the scrutiny of the Thikanas Every document on which Mr Wills' original report was based was, contrary to the usual practice of the State, placed openly on view for the Sardars' examination (vide para 8 of the Gazette Notification of the *17th of* November, 1933) The Sardars of Panchpana-Singhana, however for a full five months declined altogether to avail themselves of the unusual facilities thus provided for the preparation of their defence Yet they have now stated that 'their reply . . . is only a tentative reply, upon such *material* as could be discovered and studied in a hurry by the legal advisers The Counsels had neither the time nor the opportunity to study the old historical works on Shekhawati in Jaipur language"

PART II — DIVERGENT VIEWS REGARDING THIKANEDARS ORIGINAL STATUS

2 Panchpana-Singhana is a compact area in the extreme north of the Jaipur State beyond the Aravali Hills It comprises the three old Mogul parganas of Jhunjhunu, Narhar and Singhana, which were taken over by the Maharajas of Jaipur from the Mogul Government, between 1730 and 1750 A D, during the break-up of the Mogul Empire The tract covers, approximately, 1200 square miles of country and contains some 500 villages, and is held by a branch of the Shekhawat sept, known as Sadanis owing to their descent from one Sadu, or Sardulsingh whose authority was first established in Jhunjhunu by Maharaja Sawai Jaisingh in 1730 A D

3 We may begin our discussion of the original status of the Sadani Thakurs in Panchpana-Singhana, to be inferred from their early history, by summarizing the view which has been pressed upon us in their Written Argument They contend that they have from their first entry upon Panchpana-Singhana, always been Independent Chiefs, that the Mogul Government held the territories which now comprise the Jaipur State 'by little more than a military occupation' (p 23) that Mr Wills in his report has 'rather hastily assumed' that those territories were for the most part 'under close Mogul control (p 14), that the area covered by the Thikanas of Panchpana-Singhana was Chiefs'

Territory (p 52) that Mahomedan Qaimkhanis had been there for nearly 200 years and held their territory as Chieftains (p 60) that 'the Qaimkhanis paid their tribute to Maharaja Jaisingh for some years as the State papers show (P S 3 4 6 7, 8 9A) In these papers they are distinctly called *Zamindars* which was the only word used in those days for Independent Chiefs (p 84) that the previous proprietors, or Chiefs of the Panchpana Singhana area the Qaimkhani Nawabs, were ousted by Sardulsingh who, by such ouster, stepped into their shoes and acquired *the position of landed Proprietor or Chieftain, which had been formerly* the status of the Qaimkhani Nawabs (p 60), that the Shekhawats were all the time Independent Chiefs having succeeded to the position held by the Qaimkhani Nawabs whom they ousted (p 145) and that these rights were acquired from the Qaimkhanis by conquest' (p 149)

4 As regards the relations between these Independent Chiefs and the Maharajas of Jaipur the hypothesis advanced by Thikana Counsel is as follows Maharaja Sawai Jaisingh had no wish for territorial aggrandisement (W A pp 48 and 49) All he did was to take leases (ijaras) from the Mogul employees or Jagirdars to whom the tribute from the Independent Chiefs in the neighbourhood of Jaipur had been assigned as salary Sawai Jaisingh paid much less to these Jagirdars than he realised from the Independent Chiefs and thus secured a handsome profit He merely took a lease (ijara) from the assignee (Jagirdar) of the tribute of a particular Chiefship and then gave the sublease (or sub ijara) of that tribute to the Chief himself The status of the Independent Shekhawat Chiefs was never altered during this period of 90 years' (1728 1818 A D—W A p 12) Territorial expansion of the Jaipur State by reason of ijaras there was none (p 13) The position of the Jaipur Maharajas in this territory was that of Ijaredars or Farmer of the tribute payable by the Thikanedars (pp 39 40) The States ijaras would not in any way affect the Thikanedars independence (p 51) The area covered by the Thikanas of Panchpana Singhana was Chief Territory that is land for which the revenue was paid by way of a lump sum tribute As long as Maharaja Jaisingh had ijaras of that area he was entitled to collect from the local Chiefs the tribute which had been assigned to the lessors of the ijaras (p 52 3) It is not correct to think that by taking ijaras however authoritative Maharaja Jaisingh *took possession* of any tract (p 54)

'The Maharaja did not *administer* the country What he did was to give each of the newly established Thikanedars a sublease of his Ijaras in those territories' (p 63) It must be carefully borne in mind that it is not suggested for a moment that the Thikanedars did not take subleases or sub-ijaras of Maharaja Jaisingh's rights to collect the tribute of their area That is admitted They were given the sub ijara because they were the proprietors' (pp 179-180) 'It has been shown that they all held the status of Proprietary Chieftains in their localities that they had to pay tribute, that Jaipur took a farm of the jagirs payable out of their tribute and sublet the right to collect it to the Chieftains pp 249 250)

5 The views advanced by Thikana Counsel challenge every important conclusion reached in Mr Wills printed report Mr Wills claims to have established —

that the parganahs of Jhunjhunu Narhar, and Singhana which comprise the territory now held by Sadulsingh's descendants were prior to their transfer to the Maharaja of Jaipur, under close Mogul administrative control, and that there were no Independent Chiefs in these territories

that there was no conquest of Jhunjhunu or of Narhar or of Singhana, that the Jaipur Maharajas simply took leases (ijaras) of these parganahs (in rare cases from a Jagirdar or assignee more commonly from the Mogul Officers direct) and subleased them to their own State Agents—first, Jhunjhunu to Sardulsingh in 1730 A D, then Narhar to Sadulsingh and his son Zorawarsingh in 1739 A D, and finally Singhana to Bakhatsingh and Bhopalsingh grand ons of Sadulsingh in 1750 A D

and that the extent of the Jaipur State in 1818 as compared with 1728 A D is standing testimony to the vast extension of territory secured by the Jaipur Maharajas under the Ijara system, that during this period of 90 years Sadulsingh's descendants who began as mere sublessees from Maharaja Sawai Jaisingh in Jhunjhunu alone gradually developed by prescription a permanent and hereditary title in this and their other Ijara holdings in Narhar and Singhana and succeeded during the Time of Trouble (1790-1818 A D) in becoming practically independent Chieftains in these three parganahs, but that they were originally in no sense Independent Chiefs — nor even proprietors except perhaps in a few individual villages which they held on a subordinate tenure known as "bhom or "zamindari and for which they

were separately assessed

6 We shall now review the numerous State papers which relate to this early period These throw so much light upon local conditions after 1720 A D that we shall have no difficulty in adjudicating between the rival views summarized in the preceding paragraphs

Part III — THE STATUS OF THE QAIMKHANI ZAMINDARS OF JHUNJHUNU

7 Several valuable papers, relating to the early history of the Jhunjhunu parganah, have come to light since Mr Wills' printed report was published The first important document, of which a transliteration and translation is given in Appendix B, is dated 1721 A D It shows that Muhammad Fazil Khan and Muhammad Ruhela Khan, Qaimkhanis (father and son), held the hereditary zamindari ' of parganah Jhunjhunu, to which they had just been restored after having been temporarily supplanted by another Qaimkhani, named Qaim Khan They mark their own restoration by formally recording their agreement to the restitution of the former Qanungos of the parganah to their hereditary fees and maintenance allowances This paper, which bears the seal of a high Mogul officer, clearly suggests that the usual Mogul administrative organisation, or ' Regulation System ", was in operation in Jhunjhunu at this time The appointments of Zamindar (or Parganah Headman) and Qanungo (or Parganah Accountant) were normal features of the Mogul system , and their existence, side by side, in the Jhunjhunu parganah in 1721, raises a strong presumption that that area was then under regular Moslem control We have dealt with the terms " Zamindar " and " zamindari " at length in other reports, and need not dwell upon the matter further The *locus classicus* descriptive of the status of these Parganah Officers (the Zamindar and Qanungo) is to be found in Malcolm's *Memoir of Central India* — a full extract from which is given in Appendix C

8 A further indication if such is needed, that Jhunjhunu was under regular Mogul administration can be found in the circumstance that Imperial Officers (Mansabdars) held assignments of land *(jagirs)* in various parts of the Jhunjhunu parganah, of the value of 39,98,000 *dams* (for Islam

Khan), 11,40 000 *dams* (for Biram Ali Khan) and 57,446 *dams* (for Hidayat Ullah) (P S 6 and 55) How did these come to be allotted inside the territory of an Independent Chief? We can conceive of a great Jagirdar under the Mogul system realizing 'tribute" from some petty, semi-independent Chief holding a small part of his assignment, but we cannot conceive of the contrary case, of a petty Jagirdar being allotted an assignment in a small part of the territory of an important Independent Chief who contributed only a lump sum tribute to the Mogul Government and who decided for himself in what way he should collect the State's share from the peasant' (W A p 25) Thikana Counsel attempts to solve this difficulty by the fanciful suggestion that the *jagir* was a mere order to pay issued to the Chief in favour of the Jagirdar But this is an untenable hypothesis The Mogul *jagir* involved a direct local connection (as the word *jagir* itself indicates) between the Jagirdar and the holders of a certain specified area of land — the former realizing his dues from the latter Take then for example, the case of Shekh Hidayat Ullah who held a *jagir* of 57,446 *dams*, valued at Rs 119 (P S 6 and 19B), in the Jhunjhunu pargana How could he establish his control of this small area and realise therefrom his Rs 119 if as Thikana Counsel insists the whole pargana was in the hands of an Independent Chief who made his own arrangements for collections and paid a fixed lump-sum tribute to the Mogul Government? The absurdity of the view that a *jagir* signified a cash draft on a Tributary Chief, is exposed by Mr Moreland 'The general idea indicated by this word (*jagir* or assignment) is that, instead of paying cash the State provided for future pecuniary claims by assigning to the claimant the King's share of the produce of a specified area the assignment carrying with it the grant of executive authority sufficient at any rate to enable the assignee to assess and collect the amount due This institution is the most prominent feature of the Moslem agrarian system (*The Agrarian System of Moslem India* p 9) The propriety of Mr Moreland's definition is patent in the present case Islam Khan's *jagir*, of which a detailed account is given in Appendix G, contained 112 villages Biram Ali Khan's *jagir* contained 37 villages This is direct and positive proof that these *jagirs* were assignments of land and were not mere 'cash drafts on an independent Chieftain The weakness of Thikana Counsel's case is apparent from the necessity he has felt of propounding to suit the

exigencies of his present argument an imaginary system of Mogul Assignments which runs counter to everything that is known or has been written on the subject

9 Next let us assume that Counsel's contention is correct and that there *were* Independent Chiefs in these territories liable to pay a lump sum tribute to the Mogul Government and that the Jaipur Maharajas took from that Government a lease of the right to collect their tribute direct from the Independent Chiefs These Independent Chieftains, Counsel explains (W A p 184) did not disdain to take contracts for the collection of the tribute due on their areas But we are at a loss to understand why these Independent Chiefs should wish to take subordinate ijaras from the Jaipur Maharaja for the collection of their own tribute To take an analogous case A is a rent paying tenant of B, and B leases his landlord rights to C Why should A however strong his position wish to take a sublease from C of the right to collect his own rent from himself?

10 There are other more general considerations to be borne in mind The predominant community in Jhunjhunu was Mahomedan (Qaymkhani), the tract was less than 40 miles from the important Mogul Sarkar Headquarters of Narnaul, and the very fact that the Qaimkhanis were Rajput converts to Islam must at this period of local history, have made them peculiarly dependent upon Mahomedan support The idea of Mahomedan Chiefs maintaining 'for nearly 200 years, their independence of the Great Mogul *within a hundred miles of Delhi*, is one that we *cannot seriously* entertain

11 *We hold for the foregoing reasons that the Zamindar of Jhunjhunu* was not an independent Chief He was the hereditary pargana officer, exercising his executive authority in an area subject to the Regulation System of Moslem India This simple fact cuts at the very root of the contention, now put forward by the Panchpana Singhana Sardars, that they have, from the first always been semi sovereign Independent Chiefs They argue that they secured by conquest or usurpation or by both these means, the rank of Independent Chief *from* the Qaimkhani Nawabs, who had long *held that* status in Jhunjhunu Narhar and Singhana But, since it is proved that th

Nawabs of Jhunjhunu were nothing more than hereditary Zamindars or Chief Executive Officers, and moreover held office in the parganah of Jhunjhunu alone the logical sequence of their argument is broken

12 We may deal more specifically with Thikana Counsel's argument (W A p 81) that "the Qaimkhanis paid their tribute to Maharaja Jaisingh *for some years* as the State papers show (P S 3, 4, 6, 7, 8 9A) In these papers they are distinctly called *Zamindar,* which was the only word used in those days for Independent Chiefs (See Moreland Appendix H p 279 Irvine *Later Moguls* I p 12)' The State papers quoted here provide no hint or suggestion of any 'tribute" payable "for some years" to Sawai *Jaisingh by the Zamindars of parganah Jhunjhunu* They refer simply to the ijaras taken by the Maharaja from two Jagirdars, whose assignments, one large and one small, lay in the Jhunjhunu parganah From the smaller assignment collections were made by the local Mogul employees or *Amils* the parganah lying in the Agra Subah of which the Maharaja was now Subahdar In respect of the larger assignment, which covered about half of the parganah, Sawai Jaisingh in 1726 A D farmed the collections *for that one year* to the Zamindar, or Executive Officer, and took a *qabuliyat,* or agreement from him for Rs 30 000 The facts are plainly disclosed by the papers quoted, and no other reasonable interpretation can be placed upon them (see Appendix E)

13 As to the authority of Messrs Moreland and Irvine, quoted in support of the view that *Zamindar* was "the only word used in those days for Independent Chiefs", it is admitted that this was the only word used in those days for Independent Chiefs *by the Mogul Government,* because that Government did not recognise their independence The best instance of this is to be found in Tod's Annals Tod mentions "Zamindar' as the epithet by which these Tatar sovereigns affected to call the indigenous princes (I 141), and observes that, when the Emperor Jahangir addressed the Rana of Udaipur as 'Zamindar' that Prince "is purposely treated *as a mere landowner* under the State (I 421) It is curious logic to urge that the use of a term of intentional disparagement, applied to Independent Chiefs is evidence of the Independent Chiefship of all those to whom the name Zamindar was legitimately applied Messrs Moreland and

Irvine, though using the term Zamindar in the Mogul or Official sense, were well aware of its very different local significance — with which alone we are here concerned (See Moreland op cit footnote to p 8)

14 To repeat a comparison which we have made elsewhere, the Qaimkhani Zamindars of Jhunjhunu were no more the proprietors or Independent Chiefs of that pargannah than the Thakurs of Diggi, as hereditary Zamindars, were proprietors or Independent Chiefs of the Malpura pargannah of the Jaipur State, at the time when the zamindari of that tract was conferred upon them in the later years of Aurangzeb's reign The documents which indicate for the Malpura pargannah the status of a Zamindar in Mogul times are reproduced in Appendix D

Part IV — SAWAI JAISINGH'S FIRST INTERVENTION IN JHUNJHUNU

15 Maharaja Sawai Jaisingh seems to have intervened in Jhunjhunu affairs for the first time in 1726 and 1727 A D, and we, therefore, pay separate and particular attention to the papers of these two years Bazid Khan was at this time Faujdar of the Narnaul Sarkar, in which Jhunjhunu was situated, while Sawai Jaisingh was Subahdar of the Province of Agra, of which the Narnaul Sarkar was a part. The Maharaja in 1726 A. D took *(i)* the ijara, or revenue Farm of a part of the Jhunjhunu pargannah (including Jhunjhunu town itself), nominally valued at 39,98,000 *dams* and held in *jagir*, or assignment, from the Mogul Government by one Islam Khan, and *(ii)* the ijara of another small *jagir*, held by one Hidayat Ullah and nominally valued at 57,446 *dams* (P S 6) In the larger *jagir* area the Maharaja's Agent, named Harisingh, gave under a *qabuliyat* a farm of the revenue collections in 1726, as we have already seen, to Fazil Khan, the Zamindar, or Chief Executive Officer, of the pargannah The price was Rs 31,000 (P S 9A), of which Rs 1,000 was to be paid to the Zamindar's Agents and to Sardulsingh Shekhawat (P S 4 & 8) (Compare the similar *qabuliyat* taken from the Zamindar of Patan in 1732 A D — Patan Report, para 7) Collections in the small *jagir* were made through the Amils, or lesser local officers But conditions were unsettled Bazid Khan assures Sawai Jaisingh of his own support and states that the

Zamindar, Fazil Khan, is Sawai Jaisingh's servant and ready to help the Amils, but he reports that Sardulsingh of Udaipur has been appropriating the income of the tract and is opposed to Sawai Jaisingh's administrative possession *(amal)* and that the villages in Jhunjhunu are so much under the influence of the "rebels" from Udaipur that not a single *pai* is paid to the Jagirdar (P S 3B/I & 3D). Probably Sawai Jaisingh was instigating Sardulsingh's activities in Jhunjhunu, for in the same year we find a letter from the former to Bazid Khan, stating that Sardulsingh was in the Maharaja's service (He was a Tazimi Sardar of the Jaipur State) (P S 6A) that the Zamindar was apparently troubling Sardulsingh and that this should be stopped and assistance given to Sardulsingh (P S 11A). We cannot fully follow the conflicting interests in this petty episode but it is certain that the Maharaja had the option either of establishing his administrative possession in Islam Khan's *jagir*, for the purpose of revenue collection or of farming out his right of revenue collection, and that in respect of Islam Khan's *jagir*, he chose the latter course in 1726 A D, taking an agreement from the local Zamindar for Rs 30,000.

16 Referring to this transaction Thikana Counsel observes (W A pp 151-2) "Now note the result of trying to collect the revenue in a Mahomedan Chief's territory even for a powerful Baron such as Maharaja Jaisingh. He appoints a Banker Harisingh Chhabra, to collect the tribute. It seems that the Qaimkhani Chief declined to pay at first. Then the Chhabra had to employ 1,000 Jaipur State Sawars and to give the Nawab's Mutsaddi and Sardulsingh Rs 1,000 between them. These Sawars cost Rs 8,490 *jamiat kharch* (P S 6 and 7). Even then Harisingh does not manage to get collecting possession (P S 3). Eventually he comes to terms with the Nawab etc (P S 4)". We give a transliteration and translation of the relevant portions of the papers in this connection (P S 3 and 4) in Appendix E. It will be seen that the reference to a Mahomedan "Chief" and his "tribute" and to his refusal to pay at first are entirely without foundation. As the State employee who wrote P S 3 observes "I know this is a case of *getting possession* for the first time" (*Janan chhan pahli pahil lo amal chhe*) — and this one statement is, in itself, both a simple and sufficient explanation of the difficulties which faced the Maharaja's Agents and, at the same time, a refutation of Thikana Counsel's interpretation of the papers.

17 In the next year (1727 A D) we find a letter from the Maharaja (P S 18), directing his Agent Harisingh to take possession *(amal lyo)* of an area of 40 lakhs of *dams* in Jhunjhunu (plainly Islam Khan's *jagir* once more) but not to meddle with any area outside it If Harisingh he writes wants the Ijara for more *dams* sanction from Delhi will have to be obtained Evidently in this area which comprised about one half of the parganah direct management was to be substituted for the previous year's *qabuliyat* with the Zamindar

18 We have evidence that this *jagir* was again taken in ijara from the Jagirdar Islam Khan by the Jaipur State in 1728 (P S 22) in 1730 (P S 25 A) and in 1731 A D (P S 32 A) But then Islam Khan died (P S 58 A) and thereafter the separate subordinate arrangements made for collections therein either direct or through the Zamindar were discontinued It was incorporated in the general ijara for the whole parganah A full description of Islam Khan's *jagir* appears in *Rikhabdas letter* quoted in Appendix G

PART V — SAWAI JAISINGH'S FINAL OCCUPATION OF THE PANCH MAHALS

19 In 1727 A D the Nawab Muzaffar Khan, brother of Khan Dauran Samsamuddaula the leading courtier in the Emperor's entourage and a strong supporter of Sawai Jaisingh was appointed Subahdar of the Ajmer Province and also Faujdar of the Narnaul Sarkar in the Province of Agra of which the Maharaja was Subahdar This was an opportunity of which the latter was not slow to take advantage

20 Thilman Counsel has set himself to prove (W A pp 32-55) that at no time in their history had the Rajas or Maharajas of Amber shown any taste for territorial aggrandisement Raja Mansingh's ambitions, we are told "did not lead him to attempt to acquire an increase of territory" For him and Mirza Raja Jaisingh I the extension of their landed estates would have been a matter of no difficulty had they desired it Because their inclinations led them in an entirely different direction not the restraint of the Emperor is more obviously the reason for their land estates

not being extended' Maharaja Sawai Jaisingh assumed, it is said, a similar attitude During Aurangzeb's reign "territorial expansion for a Hindu was a thought not worth entertaining, nor is there any reason to suppose that Maharaja Sawai Jaisingh ever, even in the years 1711 to 1743, the period during which he took Ijaras, or contracts, from Mahomedan officials, considered them a method of territorial expansion' "These Rajahs had such high positions that the size of the territory under their control may either be said to be irrelevant or to cover the whole Empire The matter held as little importance for them as it does for any Prime Minister of England in the present century The Report (by Mr Wills) fails to realize that each of these Rajahs was in his day the power behind the throne Swaying the policies of the Emperor, maintaining his rule throughout his Dominions adding immense tracts to his Kingdom, the idea of adding a few thousand acres to their domains was too small to occupy their minds'

21 This extravagant view which disregards the peculiar circumstances prevailing at the break-up of the Empire, when independent States were springing up in every part of the Mogul dominions need not detain us It is simply a historical fact that an immense territorial extension of the Jaipur State did take place during Maharaja Sawai Jaisingh's reign He was now at the zenith of his power He had founded the City of Jaipur in 1727, and in 1728 he took from the new Subahdar, Muzaffar Khan, an Ijara for the whole of the Ajmer Subah (excluding the Haveli) on payment of 1¾ lakhs of rupees for one year He had already secured the *Faujdari* of the famous Ranthambhor Fort for Rs 30,000 (Umara Report, para 15), and what is more important for our present purpose, he now paid over a lakh of rupees to the Nawab, who was also Faujdar of Narnaul, for the Ijara of the Five Mahals, 'Gaonri, Babai, Jhunjhunu of the Qaimkhanis, Udaipur and Nahar", situated in that Sarkar (P S 19C)

22 The Maharaja was apparently too preoccupied with his other new territories to take up the Five Mahals in 1729 or 1730, and it is evident from the papers that the Nawab Muzaffar Khan continued his collections there up to the end of 1730 A.D (P S 31 and 41), but on Pos Sudi 7, St 1787 (December-January 1730-31), we have a letter from Rao

Jigram the State's Agent in Delhi, saying that he had received the Maharaja's orders to take the Ijara of all the Five Mahals, that he had got them cheap from the Nawab, Muzaffar Khan, *"ua amal ko paruano Muzaffar Khan ji ki mohi so karay huzur bhejyo chhe"* ("and I have secured Muzaffar Khan's orders for possession and have despatched them to Huzur" — the Maharaja)

23 Meanwhile the subordinate Ijara of the Five Mahals had been given out to three men—Harisingh Chhabra Mohansingh Nathawat and Sardulsingh Shekhawat, each undertaking to contribute Rs 47,117-1-0 towards the total of Rs 1,41,351-3-0 which was to be paid to the Nawab Muzaffar Khan (P S 8 and 40) No profit, apparently, accrued to the Maharaja on this transaction He was content, it would seem, merely to establish his administrative possession Sardulsingh received the Jhunjhunu and Narhar parganahs, while Udaipur and Babai certainly (P S 32) and Gaoni probably, went to the other two subordinate Ijaredars

24 It is interesting to note that on Mangsar (Aghan) Budi 12, St 1787, the Agent of *Mohansingh* was offering security for a one-third share in the Ijara of the Five Mahals (P S 28) Thikana Counsel quotes the following couplet as evidence of the date on which *Sardulsingh* took possession of Jhunjhunu —

'Satrah sau satasiye Aghan mas udar
Sade lini Jhunjhunu Sudi Athen Shaniwar'

(Sardulsingh took Jhunjhunu on Saturday the 8th of the bright half of the month of Aghan, 1787) Now Budi 12 is at least 10 days prior to Sudi 8 It is, therefore, not unreasonable to infer that it was in consequence of his obtaining a share in the subordinate Ijara of the Five Mahals (for which Mohansingh was *tendering on Aghan Budi 12) that on Aghan Sudi 8* Sardulsingh acquired possession of Jhunjhunu

25 In 1731-32 the distribution of the Five Mahals was altered The Narhar parganah was taken from Sardulsingh and given to Harisingh along with Gaoni, Babai and Udaipur (P S 47) But, in exchange for his loss of Narhar, Sardulsingh obtained the Ijara of 27¾ villages in the

Udaipur, Gaonri and Babai parganahs which he already held in *zamindara* or *subordinate proprietary right*. For these and for the whole Jhunjhunu parganah (including Islam Khan's *jagir*) he was assessed to Rs 52,001 (P S 43)

26 It was while this, his second, sublease was in force that Sardulsingh was summoned to take part in Sawai Jaisingh's expedition against the Qaimkhani Nawab of Fatehpur. We have dealt with this episode at length in our report on the Sikar Thikana. Thikana Counsel lays great stress on this expedition, but seems unable to make up his mind whether to ascribe Sardulsingh's establishment at Jhunjhunu to the "conquest" effected by this expedition or to mere "usurpation" in the previous year. On page 21 of his Argument he writes of "Sardulsingh, who originates the title to Panchpana Singhana by usurpation in 1730". On page 73 he writes "Sardulsingh at Jhunjhunu had in 1731 first succeeded in ousting the Mahomedan magnates, the Qaimkhanis". On page 154 he writes "Then comes the very important year 1732, in which the Shekhawat ancestors established their possession over Shekhawati". But if Sardulsingh usurped Jhunjhunu in 1730, he cannot be said to have first ousted the Qaimkhanis in 1731 or to have established his possession in 1732. Apparently Thikana Counsel would like to bring in the expedition to Fatehpur in St 1788 to strengthen Sardulsingh's title in Jhunjhunu which according to the local couplet originated in St 1787. The fatal objection to this is that Ruhela Khan the Zamindar of Jhunjhunu, fought under Sardulsingh in the Fatehpur expedition of St 1788 (S 40F), and by no stretch of reasoning is it possible to suggest that Sardulsingh by his success in that expedition conquered the territory of a Zamindar who was fighting beside him.

27 We are forced therefore, to disregard the expedition of St 1788 altogether, so far as Jhunjhunu is concerned and to fall back upon the "usurpation" of the previous year. This is mentioned on page 21 of the Written Argument, but elsewhere it is also called a "conquest". It is asserted that Sardulsingh was married to the niece of the Jhunjhunu *Qaimkhani Nawab's wife (p 85), that he held the position of Diwan*, and that he ousted his master. The authority quoted for this usurpation

or conquest is Col Lockett's Journal of 1831 'It is said by some of the Shekhawats that Sardulsingh got possession of Jhunjhunu during the absence of the Proprietor The parganah, they say, had been held in Farm or *jagir* by Nawab Ruhela Khan, Qaimkhani and Sardulsingh was his Mukhtar The Nawab proceeded on some occasion to Delhi and while absent there, Sardulsingh, *with his clan seized on the Estate* But once more, the fact that Sardulsingh and Ruhela Khan fought side by side for the Maharaja at the battle of Fatehpur in St 1788 is fatal to the Thakurs's contention that there was a previous usurpation or conquest by the former from the latter in St 1787 It is incredible that, if Sardulsingh had conquered or usurped Ruhela Khan's entire territory in Aghan St 1787, the latter would have been found in Pos St 1788 ranging himself under Sardulsingh's banner to fight against a fellow Qaimkhani in Fatehpur

28 We conclude, therefore, with absolute confidence,

(1) that there was no usurpation or conquest of Jhunjhunu in 1730,

(2) that there was no conquest of Jhunjhunu in 1731-32, and

(3) that Sardulsingh's first establishment at Jhunjhunu in Aghan St 1787 (1730 A D) was a direct consequence of the subordinate Ijara, for one-third of the Five Mahals which he took for that year from Maharaja Sawai Jaisingh Let us emphasize the importance of these conclusions We find not a vestige of evidence of any conquest by Sardulsingh in connection with his establishment either in the Jhunjhunu or, later, in the Narhar parganah Nor shall we find a vestige of such evidence in connection with the establishment of his grandsons in the Singhana parganah Thakana Counsel himself can only offer, in his clients' favour, the testimony of a British official writing a century later, at a time when the Sadanis had every inducement to give a false account of their origin, in order, as we shall see, to justify their recent claims to independence of the Maharaja of Jaipur Counsel's consciousness of the weakness of his case is shown by his effort to tack Sardulsingh's "conquest" on to an expedition that had no connection whatsoever with Jhunjhunu and from the necessity he has felt of assuming a "usurpation' which coincided precisely in point of time with the date of Sardulsingh's original Ijara Nevertheless, as will be indicated later, the credit which British officials have given to this false story of conquest has provided the basis of their estimate of the constitutional position of the Sadani Thakurs The latter have, for a hundred years been

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allowed to assert their claims to a separate political jurisdiction and to semi-independence of Jaipur mainly by virtue of a persistent misrepresentation of the circumstances in which their tenure originated.

Part VI — EARLY HISTORY TO THE OCCUPATION OF NARHAR

29 We have seen that in 1730 Sardulsingh obtained the Ijara of the parganahs of Jhunjhunu and Narhar and that in 1731 he was deprived of Narhar, but received instead the Ijara for 27½ villages in Udaipur, Gaomi and Babai — in which villages he and his relations seem already to have held a subordinate 'zamindari" or proprietary interest — the assessment on his whole Ijara being fixed at Rs. 52,001 (P. S. 43 and 45) Appendix F (a transliteration and translation of P S 45) indicates the character of Sardulsingh's tenure in 1731 A. D Sardulsingh is therein directed to take possession *(amal kijo)* of the area covered by his lease, but an officer of the State *(Raj ka Amin)* is instructed to post a man of his own in every village and to go round the villages with Sardulsingh and to take part in the revenue collections. These are to be paid direct into the State Treasury, to the credit of Sardulsingh's Ijara account; but he is to be held responsible for any shortage, if the collections made with the Amin's co-operation do not reach the figure fixed under the *qabuliyat.* The position of Sardulsingh as a mere lessee for one year is obvious; and this letter alone completely controverts the suggestion that he was an Independent Chief

30 On the termination of this one-year Ijara for St. 1788 an attempt was made to raise the assessment to Rs. 81,000, and we possess a long letter from Rikhabdas, the local State Agent, to Sah Bijairam, the State's Minister, detailing his negotiations for a renewal of the Ijara for St. 1789 on a higher assessment. Sardulsingh flatly refused to agree to Rs. 81,000. He said he was a servant *(chakar)* and could only take the Ijara again on the old assessment. If this was not acceptable, then the Minister might do as he pleased and might take direct possession and make the tract khalsa *(jo khalsa ka amal kiyo chaho, to khalsa ka amal kije)*: "Or, if any other Ijaradar will take it up, let it be given to him — the property belongs to the State" *(jo koi aur Ijaradar hoy to aur ne dije. Yo mal sarkar*

ko chhai) Later again he says that the country is His Highness' and he can deal with it as he pleases *(aur mulk Maharaj ko chhai, chaho tain bhanti karo)* Accordingly Rikhabdas writes that, if they can find an Ijaredar in Jaipur who will pay Rs 76 000, they had better appoint him He then discusses the question of taking the tract under direct *(Khalsa)* management He reports that there are 112 villages in Islam Khan s *jagir* of 39 lakhs of dams (see paras 8 and 15 above), *i e*, Jhunjhunu itself and 111 others, that there are 37 villages in another *jagir* and other villages again besides He estimates that a force of 400 horse and 200 to 300 foot, with a drum and flag, would be needed for khalsa management, and that the total cost would be Rs 35,500 to secure an income of Rs 70 000 This interesting letter (P S 55) is given *in extenso* in Appendix G No reasonable person who reads it can fail to be convinced (1) that there was no Independent Chief in Jhunjhunu, (2) that the tract was completely under the Maharaja's authority and (3) that Sardulsingh's tenure and possession at the time entirely depended upon his obtaining an Ijara for the tract from the Maharaja This single letter provides a complete refutation of Thikana Counsel s case

31 Two days after Rikhabdas' report was written Sardulsingh came to terms He had been given an ultimatum on Katik Budi 1, St 1789 (P S 54), and told either to furnish security for the enhanced assessment and for his arrears or to vacate the territory and make it over to the Sarkar's Faujdar and Mutsaddi, and on Katik Sudi 3 he accepted the new conditions He took a three-years Ijara for Jhunjhunu and the 27¾ other villages (which are detailed) at Rs 75 162 for St 1789, Rs 79 152 for St 1790, and Rs 81,142 for St 1791 (P S 56) This is an original document and is signed by Sheosingh and by Sardulsingh's Agent. The inferences to be drawn from it are obvious, and we include a translation and transliteration of it in Appendix H

32 At the end of the three years Ijara the State officials intervened once more in Jhunjhunu, as disclosed by P S 65 and 63 C In regard to the former document Thikana Counsel writes ' There is another important paper P S 65, dated August, 1734 It is a letter by two Jaipur Officials, who had arrived at Jhunjhunu *via* Patan and Singhana, and wanted to try and

establish a Customs and a Police post in Jhunjhunu but were flatly refused by the Agent of Sadulsingh who claimed on behalf of his master that 'The land belongs to us and we will collect the *rahdari* (transit) and other dues.' No paper, adds Counsel, 'is produced to show that Jaipur ever again attempted to exercise the right to collect Customs or appoint a police post in Jhunjhunu before the British Period.'

33 The quotation "the land belongs to us and we will collect the *rahdari* and other dues" is a gross mistranslation. The correct original and translation are as follows: *Aur Sardulsingh ka Gumashta ya kahe chhe jo bhumi mhan ki chhe so rahdari uaghaira men son bhomi mhe lesya*, and Sadulsingh's Agent said that they would realize the Bhom cess which was theirs out of the transit dues etc. The word *bhomi* (or *bhomi ki kauri* as it is called in the next sentence) was of course the petty perquisites or *amindari* to which local Zamindars were entitled (see Appendix Q Article 7) and had no reference to the 'land' whatsoever. The *bhom* or *amindari* was a petty levy on trade and it was usually reserved to the Zamindar (as in the Thakur of Diggi's case) even though his official functions were withdrawn.

34 The facts are simply that when the State Officials appeared at the end of Sadulsingh's three years lease to take possession and place their own men in charge Sadulsingh's Agent refused to vacate until he got his master's orders and a fortnight later (P S 63 C) we find Sadulsingh writing humbly to the State Diwan: *Amthe leohar raj ko chhe tatha paisa sarkar ka chha so bhara ha chha aur saluk kara ha chha aur thano sarkar ko Jhunjhunu ayo so hukm sarkar ko chhe*. Authority here rests with the State and the money due to Government I am paying up properly and maintaining good relations. And the Government outpost (*thana*) has been placed in Jhunjhunu. It is the State's (Sarkar's) order (and I obey it). So much for Sadulsingh's alleged defiant attitude.

35 Having thus shown his submission to the Darbar Sadulsingh received the Ijara of Jhunjhunu once more, and we find him paying Rs 73,297 for St 1793 (1737 A D — P S 66). But again in the next year there was trouble. Sardulsingh failed to produce security for the Ijara assessment for St 1794, and accordingly, one Daulatsingh was sent to Jhunjhunu with the

State's Officers (Sarkars Amils) with orders to take possession (*amal Sarkar ko parganah me kijo* P S 89) Sah Sukhaldas and Bhairam Mayarup were selected as Amils, while Rai Labhdas was appointed Treasurer (P S 90 and 91) At the same time Sardulsingh's eldest son Zorawarsingh was induced to offer an extra Rs 10 000 for the Ijara of half of Jhunjhunu parganah (P S 92) This brought Sardulsingh to his senses and the Ijara was renewed with him for St 1794 The next year the same manoeuvre was repeated, and Sardulsingh was forced (P S 97) actually to accept a division with his eldest son But this was again rescinded (P S 94 B) and the Ijara was continued with Sardulsingh on the previous terms (P S 106) It is at this stage (St 1795 = 1739 A D) that we find for the first time the figure of assessment for the Jhunjhunu parganah stated as Rs 70 600 — an amount which, as we shall see soon became conventional and is still to this day a part of the basic assessment of the Panchpana tract (P S 94B)

36 We may here expose another fallacy in the Thikanas' arguments Their Counsel writes The status of the Thikanedars was that of Feudal Chieftains paying a *fixed* tribute by way of revenue which under Farms became realizable by the Jaipur Rajah If they were not Chiefs then their assessment would have varied from year to year (W A p 82) Applying this test to the parganah of Jhunjhunu we find the following variations in its assessment —

Sambat	Rupees	Reference
1788	52 001	PS 43 & 52
1789	75 162	PS 56
1790	78 152	
1791	81,142	
1792	Not recorded	
1793	73 297	PS 86
1794	Not recorded	
1795	70 600	PS 94B

After St 1794 (= 1737 A D) the gross assessment became constant but its variation for the six years from St. 1788 to 1793 is, on the Thikanas' admission a clear indication that it was not originally held by Sardul as an Independent Chiefship

37 Fortunately for the recital of the detail of these early years, we reach in 1738 A D some sort of a halting-place, so far as Jhunjhunu is concerned The next year introduces the second stage in the development of Sardulsingh's estate He and his eldest son, Zorawarsingh were given *jointly the Ijara of the peshkash for the faujdari of the Narhar Parganah* (P S 107, reproduced in Appendix J), and this led to their immediate occupation of the tract as superior tenure-holders Their new tenure here was, we may presume, for all practical purposes, very similar to Sardulsingh's prior tenure in Jhunjhunu, for, when Sardulsingh and Zorawarsingh obtained the ijara of the peshkash of the faujdari of that parganah, they were required to give security for the payment of any arrears under the *ordinary ijara for that parganah which were outstanding against the previous* holder, Dalelsingh (P S 107) The Faujdar was the head of the Military police controlling any tract of country, and it was usual, in degenerate Mogul days to give this appointment on payment of a *peshkash* (literally "first-fruits") This sale of office became so customary that the peshkash of the Faujdari was actually farmed We shall find another instance of this when we come to Umrara We may also we think, presume that the Ijara for the peshkash of the Faujdari of Narhar, in lieu of an ordinary Ijara, and the division of that Ijara for the peshkash of the Faujdari between Sardulsingh and his son, Zorawarsingh, were simply devices whereby the Jaipur State hoped to weaken the lessees' hold upon the tract and to render them more amenable to discipline than would have been the case had a simple Ijara for the Narhar parganah been given, exclusively to Sardulsingh

38 We may emphasize the significance of this extension of Sardulsingh and Zorawarsingh's authority over Narhar in St 1796 (1739 A D) We have searched the Thikana's written argument in vain for any reference to it, and precisely the same difficulty will arise when we come to the Ijara of the Singhana parganah, taken by Sardulsingh's grandsons in 1750 A D Thikana Counsel simply ignores these extensions of the family's Ijaras in 1739 and 1750 A D, and contends that they had all along *occupied the whole area comprised in the three parganahs of Jhunjhunu, Narhar and Singhana, after usurpation and conquest from the Qaimkhanis* Thus we are told (W A p 21) that 'Sardulsingh originates the title to

Panchpana-Singhana by usurpation in 1730, that the area covered by the Thikana of Panchpana-Singhana was Chief's territory, that is land for which the Revenue was paid by way of a lump sum tribute (W A p 52), and finally, that 'the previous proprietors or Chiefs of the Panchpana-Singhana areas, the Qaimkhani Nawabs, were ousted by Sardulsingh (W A p 60)

39 This contention is demolished by the simple fact that the Qaimkhani Nawabs who were Zamindars in Jhunjhunu parganah alone, had no interest whatsoever in the Narhar or Singhana parganahs The suggestion that they were the Independent Chiefs of these two parganahs also is a despairing assumption by Thikana Counsel, in order to provide Sardulsingh and his descendants with some sort of title other than that derived from their Ijaras from the Jaipur State But this assumption will not stand investigation As early as 1728 A D the Five Mahals are described as 'Gaon Babu Jhunjhunu of Qaimkhanis, Udaipur and Narhar' (P S 19 C), and the language used clearly indicates that Narhar was not under Qaimkhani control Again, in the agreement of 1721 A D (App B) and in the *qabuliyat* of 1726 (P S 9 A), the reference is to Fazil Khan, Zamindar of Jhunjhunu and of nowhere else Again, if Jhunjhunu, Narhar and Singhana all formed one Independent Qaimkhani Chiefship, to which Sardulsingh succeeded by conquest or usurpation, why did the latter get the Ijara of Jhunjhunu alone from Sawai Jaisingh? And why did the Mogul Government subdivide this single Independent Chiefship into three distinct parganahs? Tod never mentions Narhar, and not a line of evidence can be adduced to show any connection between this parganah and the Qaimkhani Zamindars until Col Lockett wrote his Journal of 1831 A D, by which time the Sardars had a strong inducement to falsify their early history

40 Narhar, of course, like Jhunjhunu and Singhana was under normal Mogul control until it was handed over to Maharaja Sawai Jaisingh in 1739 A D We have ample evidence of this in a document of 1745 A D (P S 149), which provides a list of 35 Jagirdars in that parganah of whom two are described as 'Mutsaddi of the bad hala Kachahri' Almost all the Jagirdars are Mahomedans, and their petty assignments are, of course, given in *dams* — some as small as 17 000 *dams*, others as large as three to five lakhs of *dams* It is obvious that the parganah had been

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surveyed and petty detailed assignments made all over it We have already explained in paragraph 8 above in relation to the Jhunjhunu pargannah the impossibility of reconciling the existence of such petty Jagirdars with the presence of an Independent Chief, paying a lump-sum tribute for three Mogul pargannahs So too in Narhar we cannot conceive of such a fixed lump-sum tribute' being fractionized into petty sums of 40 60 70, 80, 90 and 100 rupees upward, each based on a seperate valuation in *dams* and each to be levied by some petty Mogul servant from an Independent Chief of three pargannahs Nor can we conceive how an Ijara for the peshkash of the faujdari of Narhar is to be identified with an Independent Chief's sublease of the right to collect a lump-sum tribute from himself

41 The only conclusion we can reach is that the old State Papers mean what they say — namely that, in 1739 A D Sardulsingh and Zorawarsingh received an Ijara for the peshkash of the faujdari of the Narhar pargannah There is no evidence of any kind to suggest that they had any previous concern with that pargannah apart from the fact that Sardulsingh had held the Ijara for Narhar along with Jhunjhunu for one year in 1730-31 (see para 23) We are, therefore, definitely of opinion that the present interest of the Sadanis (Sardulsingh's descendants) in Narhar is directly derived from the Ijara of 1739 A D — and that that Ijara meant a new addition to the Jhunjhunu territory, in which they already held a superior position as Intermediaries between the local landholders and the State A similar superior position was now acquired in Narhar — but it was acquired not by conquest, but by the simple process of accepting a lease from Maharaja Sawai Jaisingh for the peshkash of the faujdari of the tract

PART VII — FORMATION OF PANCHPANA AND ACQUISITION OF SINGHANA

42 Sardulsingh died in St 1799 (1742 A D) Shortly before his death he had made a division of the villages in his Ijara of Jhunjhunu including certain villages of Udaipur, Gaonri and Babai) and Narhar among his five sons, while keeping a certain share in his own hands But he left some arrears of revenue to the State, and, for this reason,

his personal share in the Ijara above mentioned was made 'khalsa" for two years (P. S 126-28) At the end of this period (St 1801 or 1744 A. D.) we find evidence of a division of the whole of Sardulsingh's estate on the following basis —

Ijara for Jhunjhunu parganah	Rs.	70,600
Ijara for Narhar Pargnah	„	25,000
Instalment on account of arrears, peshkash and Fatehpur villages	„	10,000
Total	„	1,05,600

Of this total Paharsingh, son of Kishansingh and grandson of Sardulsingh, was to pay one-fifth, *viz.* Rs. 21,120; and from this we may safely infer that Sardulsingh's four other sons, Zorawarsingh, Nawalsingh, Kesrisingh and Akhaisingh, also received, each of them, a similar one-fifth share This, in 1744 A. D, was the beginning of the Panchpana (P. S. 134). The significance of this partition is unmistakable It is proof conclusive that Sardulsingh did not regard himself as an Independent Chief. It is not the fact, merely of partition, but the character of the partition that is so illuminating Had Sardulsingh divided his Independent Chiefship into five smaller, and tolerably compact, Independent Chiefships, one could have attributed this to conflict among his heirs But the partition of 1740 A. D was not of this character. As explained in paragraph 96 of Mr. Wills' printed report, each important village was itself partitioned between the various co-sharers, so that there were five co-sharers in Jhunjhunu and five in Narhar and so on; while the rest of the estate was so distributed as to give each co-sharer a share in every part of it The present map of Jhunjhunu and Narhar is, in consequence, a jig-saw puzzle, and one glance at it is final proof that the inheritance which Sardulsingh divided among his sons was a proprietary, and *not* a political, inheritance The Qaimkhani Zamindars of Jhunjhunu transmitted their inheritance by primogeniture Had Sardulsingh 'stepped into their shoes" as an Independent Chief, he would never, in his own life-time, have torn those shoes to pieces

43 One of Sardulsingh's sons, named Akhaisingh, died about 1747 A. D. without issue His share was divided equally between his three brothers born

of the same mother (P. S. 260), with the following effect upon the division of the total assessment :—

Kishansingh	1/5th *plus* 1/3rd of 1/5th		Rs.	28,160
Kesrisingh	do	do	„	28,160
Nawalsingh	do	do	„	28,160
Zorawarsingh	1/5th only		„	21,120
	Total assessment		Rs.	1,05,600

This is the basis of the distribution of shares among Sardulsingh's descendants in the Jhunjhunu and Narhar parganahs to the present day (see App : T).

44 In St 1807 (1750 A. D.) the Ijara of the parganahs of Singhana and Bairath, which were at that time *badshahi khalsa, i.e.,* crown-lands of the Mogul Emperor, was taken by the Jaipur Darbar from the Mogul Government (P. S. 166); and in the same year the subordinate Ijara of Singhana parganah was given to Bakhatsingh, the son of Zorawarsingh, and to Bhopalsingh, the son of Kishansingh, for Rs. 1,60,001 (P. S. 156 and 159) Zorawarsingh's *descendants, however, eventually lost their share* *For some years* Bhopalsingh, the son of Kishansingh, and Arjunsingh, the son of Bakhatsingh and grandson of Zorawarsingh, shared the parganah equally. But in St. 1819 (1762 A.D.) Bhopalsingh's half share was transferred by the State to Nawalsingh and Kesrisingh, on payment of a *peshkash* of Rs. 50,001 (P. S 248); and again, in St. 1822 (1765 A. D.), Bhopalsingh got back the half share of Nawalsingh and Kesrisingh (P. S. 272), while Nawalsingh and Kesrisingh secured the half share of Arjunsingh, with authority to take possession *(so amal kijo* — P. S. 273). Thus at last, in 1765 A. D., finality was reached — Bhopalsingh, of the Kishansingh interest, holding half Singhana, while the other half is divided to this day between the descendants of Nawalsingh and Kesrisingh. This grant of Singhana by the Jaipur State to particular members of Sardulsingh's family is itself a standing refutation of the Thikana's contention that the parganah was originally acquired, along with Jhunjhunu and Narhar, by Sardulsingh, by conquest or usurpation from the Qaimkhanis. Had this been so, Singhana, like the Panchpana, would have been equitably distributed among Sardulsingh's descendants according to the ordinary principles of Hindu succession.

45 The futility of the conquest or usurpation story in relation to Singhana is further exposed by local tradition Tod, indeed, declares that ' Sadhoo (Sardulsingh) soon after wrested Singhana, containing 125 villages, from another branch of the Qaimkhanis" (Tod III p 1424), but Lockett's version, recorded in his Journal of 1831, is very different. "With the districts of Jhunjhunu and Narhar", he writes, "Sardulsingh had taken possession of 12 villages (These are the *Bhom* or *Zamindara* villages mentioned in paragraph 49 below) on the Narhar frontier belonging to the pargana of Singhana, then in the King's (*badshahi*) Khalsa, and the Amil in charge did not consider it safe or prudent to dispute the act. This encouraged Bhopalsingh some years afterwards (in the reign of Ahmad Shah [1748-54]) to call in the aid of his two brothers (*sic*), Nawalsingh and Kesrisingh, and to add Singhana to their other conquests" This, for a local tradition, is a surprisingly accurate statement Singhana was, in fact, *badshahi khalsa* under an Amil of the Mogul Government It was leased in 1750 A D, during Ahmad Shah's reign, to the Maharaja of Jaipur, who gave it in Ijara to Bakhatsingh and Bhopalsingh, and, eventually, in 1765 A D, to Bhopalsingh, Nawalsingh and Kesrisingh Local tradition, therefore, in 1831 A D was substantially consistent with the facts now incontestably established by the State papers — except that ' conquest ' was substituted for "Ijara This substitution illustrates the simple method by which the Sadanis, a hundred years ago, established their status in the eyes of the early British officials — a flattering tale of conquest supplanting the drab story of an original Ijara

46 The fact that Singhana was acquired by the Sadanis long after Sardulsingh's death is also admitted in Pandit Jhabarmal's recent history of Khetri (p 44) "Authority had already been established in Sardulsingh's time over some villages of Singhana, and Bhopalsinghji established his authority over the remainder" We see, therefore, that local history and local tradition alike (*a*) reject Tod's unfounded statement that Sardulsingh "wrested Singhana from another branch of the Qaimkhanis", (*b*) confirm the fact, recorded in the State papers that Singhana was *badshahi khalsa* in 1750 A D, and (*c*) admit that not Sardulsingh himself, but his descendants were the first of the family to get possession of Singhana in the reign of Ahmad Shah No stronger confirmation of the fact that Bhopalsingh,

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Nawalsingh and Kesrisingh originally secured Singhana, not by conquest, but by means of the Ijaras issued in their favour, could be expected from a local source Incidentally, no better instance could be found of the extremity to which Thikana Counsel is driven by his own hypothesis Even an area known to have been *badshahi khalsa* in 1750 A D is, in spite of this fact claimed as part of the ancient Independent Chiefship of a Qaimkhani Nawab which was appropriated, as an Independent Chiefship by Sardulsingh in 1730 A D and retained by his descendants as an Independent Chiefship ever since

47 One other point may be noticed here Thikana Counsel insists that after the establishment of Maratha suzerainty over Jaipur in 1750, the whole Ijara system came to an end (W A pp 39, 56, 81 and 145) The Marathas levied a lump-sum assessment, called *Mamla*, from the Jaipur State in lieu of the variety of Ijara payments which had satisfied the Moguls and it is contended that, as an automatic consequence of this change, the subordinate Ijaras taken by Sardulsingh and his descendants ceased and that their payments to the State assumed the complete outward character of "tribute", which had previously been concealed under an artificial arrangement whereby these Independent Chiefs took subleases of the tribute due from them This is only another instance of the needless complexity created by Thikana Counsel's refusal to accept the simple straightforward meaning of the old State records We have already rejected the plea that Sardulsingh and his successors took subleases for the payment of their tribute Counsel would himself like to shake off this absurdity after 1750 A D, but the State papers do not help him Sardulsingh's descendants continued to take Ijaras from Jaipur after 1750 A D, precisely as they had taken them before that date An Ijara is specifically mentioned in respect of the territories held by Sardulsingh's descendants, in 1751 (P S 172), in 1752 (P S 175 & 177), in 1753 (P S 183), in 1754-6 (P S 183A and 194), in 1757 (P S 207), in 1758 (P S 223), in 1759 (P S 231), in 1760 (P S 235), in 1761 (P S 236), in 1763 (P S 254), in 1767 (P S 286), and in 1769 (P S 297) Thereafter, in the *State Accounts the term* "Mamla", which signified the *net* assessment (after making certain conventional deductions for service etc) was generally preferred to Ijara which signified the *gross* assessment This

evidence entirely refutes the Thikanas' contention that there was a technical change in their relations with the Darbar, in consequence of the cessation of the latter's Ijara payments to the Mogul Government

PART VIII — THE CUSTOMARY STATUS OF THE SADANIS IN THE 18TH CENTURY

48 We have now (apart from the accretion to the Khetri Thikana of the Babai and Kotputli parganahs, with which in this report we are not concerned) reached the final development of the estates held by Sardulsingh's descendants Those estates consist of two wholly distinct parts, *viz*

I The *Panchpana* area (comprising the Jhunjhunu and Narhar parganahs and $27\frac{3}{4}$ villages outside but adjoining these parganahs), inherited from Sardulsingh and shared by his four sons Zorawarsingh, Kishansingh, Kesrisingh and Nawalsingh and their descendants, and

II The *Singhana* area half of which was obtained by Bhopalsingh (the founder of the Khetri Thikana son of Kishansingh and grandson of Sardulsingh, while the other half was shared between his uncles Nawalsingh and Kesrisingh, sons of Sardulsingh

49 For the Panchpana the assessment was Rs 1,05,600, as explained in paragraph 42 above For Singhana the assessment was finally stabilized at Rs 1,56,000 At first it was Rs 1,60,000 made up of Rs 1,50,000 for the Ijara of the parganah itself *plus* Rs 10,000 for 10 or 12 villages held by Sardulsingh's descendants in that parganah in *zamindara* or subordinate proprietary right prior to the extension of the Jaipur State's authority over the parganah (P S 260 A and 269 A Subsequently as explained in paragraph 83 and Appendix L of Mr Wills printed report, the assessment of those *zamindara* village which belonged to members of the family who obtained no share in the general Ijara for Singhana was lost sight of and out of Rs 10,000 only Rs 6,000 was added to the Ijara assessment making finally a total of Rs 1,56,000 for the Singhana parganah The e gross assessments of Rs 1,05,600 for the Panchpana and Rs 1,56,000 for Singhana are still the ultimate basis of the revenue payments received by the State

50 We may now outline the development of the status of the Panchpana Singhana Thikanedars during the period that elapsed between the first establishment of Sardulsingh at Jhunjhunu in 1730 A D and the beginning of the Time of Trouble in the closing decade of the 18th century This will define the customary rights and obligations of the Sadani Thakurs which by the close of this period of more than 60 years had acquired the sanction of "long established usage

51 Originally as we have shewn from the State papers beyond any possibility of question Sardulsingh was nothing more than a simple Ijaredar established in Jhunjhunu by the Maharaja Sawai Jaisingh and holding from him Sardulsingh was content with a lease of the Jhunjhunu parganah for one year in 1731 A D which was followed by a three-years lease for 1732-34 A D The first indication of stability in his tenure appears in 1739 A. D (see para 35 above) when we find an assessment of Rs 70 600 for the Jhunjhunu parganah which was thereafter conventionally stabilized

52 The next step is visible in the partition of Sardulsingh s Ijara estate in the Jhunjhunu and Narhar parganahs among his sons prior to his death (see para 42) It is evident that as early as 1740 A D (only 10 years after his first entry upon Jhunjhunu) Sardulsingh had come to regard his superior landholding tenure derived from a succession of Ijaras as a definite kind of partible and heritable property and it is manifest that the Maharaja himself recognized this new development. Many years later in 1779 A D., when Narsinghdas the son of Nawalsingh and grandson of Sardulsingh attempted to exclude his brothers from their shares in Nawalgarh we find the State itself urging that the custom of partibility which had prevailed "ever since the time of Sardulsingh should be maintained (P S 311 and 316)

53 The next stage was the formation of the Panchpana in 1744 when not only did the State recognize the partition of Sardulsingh s property in Jhunjhunu and Narhar between his five sons but it accepted Rs 1 05 600 as the conventional assessment of the whole tract — so much so that through all the changes due to heritability and partibility for nearly 200 years the same basic assessment has remained unchanged

STATUS OF SADANIS IN 18TH CENTURY

54 In 1750 A D the Singhana parganah was allotted on Ijara to two of Sardulsingh's grandsons, and immediately, in spite of subsequent surprising transfers in possession as between one and another of Sardulsingh's stock, a gross assessment was fixed which never varied for the next half century, and which was equitably distributed among the recognized co-sharers in that tract This again suggests that, even in these early days the Ijara rights in Singhana also were clearly recognized as a form of permanent property

55 Before the middle of the 18th century there seems to have been no idea that any liability to military service attached to the land tenure of these holders of Ijaras, either in Panchpana or in Singhana The State, at first, regarded the Ijaredars as temporary lessees — liable to be ousted They, therefore, were not burdened with any reciprocal obligation to render military aid This liability attached to the *person* of the Ijaredar, as a subject of the State and not to his *landholding tenure* Thus in a muster roll of the States military forces for 1740 A D (P S 111A) we find the following (among other) entries —

	Sawars	Camels	Palas *(foot Soldiers)*	Cost per *day Rs*
Kishansingh, son of Sardulsingh				
Shekhawat	984	315	900	822
Nawalsingh, son of Sardulsingh				
Shekhawat	805	139	512	536
Sardulsingh son of Jagramsingh				
Shekhawat	451	216	500	396
Zorawarsingh son of Sardulsingh				
Shekhawat	106	31	31	72-2
Bakhatsingh, son of Zorawarsingh				
Shekhawat	61	30	20	48

The above entries show that Sardulsingh and his family contributed to the strength of Maharaja Sawai Jaisinghs military establishment, but that they did so at this time upon a cash basis which had no apparent relation to their status as Ijaredar

56 In 1763 A D we find evidence of a remarkable innovation in

respect of Singhana At that time Arjunsingh the grandson of Zorawarsingh, held half the Singhana parganah — the other half being with Nawalsingh and Kesrisingh, and we find deductions of Rs 25 000 for military service (*chakri la*) shown in the accounts for each half of the parganah (P S 260A) This method of remuneration for service by deductions in lieu of cash soon like so many other things in a Rajput State became customary and the same regular deductions from the Singhana assessment continued after 1765 A D (P S 272 and 275) in spite of the changes of possession in the parganah which occurred in that year In the earlier of the two papers to which reference has just been made, Arjunsingh and Bhopalsingh each get a deduction for service of Rs 25 000 while in the later paper there is on account of *jagir* a deduction of Rs 25 000 each for Nawalsingh and Bhopalsingh So conventional did these figures of deduction soon become that in the formal accounts of 1769 1772 1775 and 1788 A D the *jagir* deductions of Rs 25 000 each for Nawalsingh and Bhopalsingh and their successors in interest are regularly entered in proportion merely to the share of each in the territorial Ijara (P S 295 302 306 and 330) Thus for example in the last of the papers just mentioned (P S 330 of 1788 A D) we find Narsinghdas and Naharsingh sons of Nawalsingh sharing a *jagir patta* of Rs 12 500, while Kesrisingh s grandsons Ranjitsingh and Shyamsingh share another *jagir patta* of the same amount On the same principle Bhopalsingh s *jagir* of Rs 25 000 was automatically transferred to his successor Baghsingh The same total deduction of Rs 50 000 on account of pattas appears in the accounts of 1789 (P S 330 A) and again in the accounts for 1795 (P S 336) An extract from P S 330 is given in Appendix L

57 This system which grew up during the second half of the 18th century, of regular *jagir* deductions from the gross Ijara assessment of the Singhana Thikanedar is very significant These Thikanedars were now *recognised* landholders, and therefore a liability to that regular military service at the Capital which was inherent in all *jagir* tenures became attached to their property, and was made explicit by a conventional deduction from their gross annual assessment

58 Conventional concessions for military service made their appearance

at a somewhat later stage in the Panchpana assessment In 1764 A D we find only deductions for 'naqdi", or cash payments, for military service, allowed to Nawalsingh (Rs 12,000) and Bhopalsingh (Rs 16,000) in the Shekhawati assessment (P S 261A) But in two detailed accounts — one dated 1779 A D (P S 330B) and the other undated but clearly referring to the same period (P S 326A) — the position is clarified We now find three deductions from the Panchpana (*i e* Jhunjhunu and Narhar) account in favour of Nawalsingh, Kesrisingh and Baghsingh (of Khetri), amounting to Rs 12,000 each and entered as *bhaya sarishta* ("on account of their relations") The entries are explained in the following remark made against Baghsingh *Rs 12,000 — patta sighe, sarishta bhayan ke bhare Bhopalsingh Huzur men rahchho jab Darbar mujra dechha chakri karya Ab ghar baithe mujra le chhe" i e* '12000 is deducted, under the head *patta*, on account of (Baghsingh's) relations The State made this deduction for (their) rendering service when Bhopalsingh (Baghsingh's predecessor) used to remain (in regular attendance) on the Maharaja Now, though (they) sit idle, (they) make the deduction" We further learn from these papers that Baghsingh's *patta* for Rs 12000 began in 1773 A D and that Nawalsingh's deduction began in 1783 A D The date of the commencement of Kesrisingh's *patta* is not given There is also mention of a *patta* deduction of Rs 2500 for Zorawarsingh's descendants — not *bhaya sarishta*, but for their own personal *chakari* or military service An extract from P S 330B is given in Appendix M

59 It is clear from this that Baghsingh's, Kesrisingh's and Nawalsingh's descendants who monopolized the Singhana parganah and received *jagir* deductions (totalling Rs 50000) on their personal account from the gross ijara assessment of that tract were also allowed in respect of their relations (*bhaya sarishta*) further conventional deductions of Rs 12000 each which were set against their gross Ijara assessment in the Panchpana of Jhunjhunu-Narhar (A similar *Bhaya sarishta* deduction will be found in the Sikar assessment also during this period The Thikanedars of Sikar and Bisau received *jagir* deductions on their personal account and in addition enjoyed a further deduction of Rs 12000 for the military service of their relations —*Bhaya sarishta*) In the case of Zorawarsingh's descendants in Panchpana their *personal* deductions for military service were set against the gross

assessment of that area, because they had no share in Singhana Thikana Counsel in his written argument (pp 191-6) challenges, at some length, the statement in Mr Wills' printed report that the *Bhaya sarishta* deductions had reference to the military service of the Thikanedars relations His arguments are based on the position that arose during and after, the Time of Trouble and on the circumstance that specific reference to military service is not made in certain documents which mention the *Bhaya sarishta* deductions We have already given proof that these deductions were for service, and this is patent from the term "patta" itself which, when unqualified, invariably in Rajputana signified a grant for military service (see Tod, I. p 191 footnote) According to Thikana Counsel they were merely "on account of the practice amongst brethren in recognition apparently, of the relationship between the Shekhawat Thikanedars and the Maharaja. This suggestion is so inconsistent with recorded facts and so wholly unsupported by evidence that we do not feel that its further refutation is required

60 The customary status of the Sadani Thikanedars up to the closing years of the 18th century, is thus made perfectly clear They were property holders of a stable and permanent kind Their leasehold tenure in their estate was heritable and partible, and the basic assessment was conventionally fixed But, in return for recognition of their right to continue in possession of their estates so long as they were loyal and paid up their assessments (these two things were, in practice almost identical) they were under a clearly recognized obligation to render *regular* military service at the Capital—an obligation which was, as we have said, made explicit by the annual deduction, on account of the service of the Thikanedars themselves and their relations, of certain conventional figures from their gross assessments They were now, in fact in the proper sense of that term, "Feudatories" of the Maharaja of Jaipur They held their lands under a *grant* from the State to which, by established usage, liability to regular service, as well as to assessment, was attached They were not Jagirdars in the sense that a specified area was assigned to them for the maintenance of troops They were Jagirdars in the sense that a specified deduction from the assessment of their landed property was assigned to them for service to the Maharaja In the case of the Panchpana Singhana Thakurs these conventional deductions were

as follows —

Shareholder	Panchpana	Singhana	Total Rs
Kishansingh	12,000* (*Bhaya sarishta*)	25,000 (for own service)	37,000
Kesrisingh	12,000 (*Bhaya sarishta*)	12,500 (for own service)	24,500
Nawalsingh	12,000 (*Bhaya sarishta*)	12,500 (for own service)	24,500
Zorawarsingh	2,500 (for own service)	Nil	2,500

**N B* —Raised to Rs 18 000 from this figure in 1812 A D —see paragraph 71 below

Thus annual deductions, totalling no less than Rs 88,500, were allowed by the State for the regular service at the Capital, of Thikanedars whose gross territorial assessment, as we have seen in paragraph 49 above, amounted to no more than Rs 2 61,600 for both Panchpana and Singhana In other words, up to the time when the Time of Trouble began, just over 33% of the gross assessment was, by established usage remitted for regular military service at Jaipur

61 Such was the position prior to the Time of Trouble, and we may notice here what Tod has to say of this characteristically "feudal" development Tod as every one knows, put forward, as the great theme of his *Annals of Rajasthan, the "feudal" character of the Rajput States*, and here, in Amber or Jaipur, we have clear indications of the gradual development of precisely that 'feudal' relationship of a regular service obligation, dependent on the tenure of land, which Tod was so anxious to expound Yet Tod was wholly unaware of the feudal obligation for regular service at Jaipur which rested upon all the landholders in Shekhawati — not only upon the Sadanis but upon Sikar and Khandela also The following passages give Tod's exposition of the constitutional relations between the Maharaja and his Sadani Thakurs at the close of the 18th century, just before the Time of Trouble began "In spite of internal dissensions, occasional

chastisement and pecuniary exactions from the imperial armies or those of their immediate liege Lord of Amber the confederated frerage of Shekhawati had increased their territory and population Only the shadow of a name now remained to the empire of the Great Mogul, and their own lord-paramount satisfied with a certain degree of homage, tribute and service on emergencies was little inclined to trench further upon their national independence (Annals III p 1398 "Until this period they (the Sadhanis) had escaped any tributary engagements and only recognized their connection with Amber by marks of homage and fealty on lapse which belonged more to kindred than political superiority (Ibid p 1404 Knowing as we now do the true history of the growth of the Shekhawati Thikanas, the degree of inaccuracy in these statements is apparent The "national independence" of the Shekhawats was a myth created to justify their subsequent rebellion in the Time of Trouble Service on emergencies was plainly a misrepresentation in the case of Thikanedars who enjoyed an annually recurring allowance, for service at the Capital of more than 33 per cent of their gross territorial assessment The freedom from any "tributary engagements" was a travesty of the truth being that the Sadhanis had from the first held the whole of their territory as mere Ijaredars

62 We cannot explain how Tod was thus led to maintain, in the face of evidence which should have been within his reach that the Shekhawats were *not* in regular feudal subordination to the Maharajas of Jaipur We are more concerned with the fact that his misinterpretation of their status was as we shall later see largely responsible for undermining the "feudal constitution of the Jaipur State It was Tod who declared for the "national independence" of the Shekhawats and who emphasized their "treaties" with Jaipur and their federal rather than feudal relationship to what he calls the parent State As we shall see, Tod's federal theory eventually found favour with the Political Officers of the Rajputana Agency, and the sovereign prerogative of His Highness the Maharaja of Jaipur is still, at the present day suffering from the consequences of Tod's mistake

Part IX — THE TIME OF TROUBLE

63 We now enter upon the Time of Trouble The last specific reference in the State's papers to the Sadains' "feudal" obligation to render regular military service is found in two interesting documents of 1791 A D which are reproduced *in extenso* in Appendix N The first is a copy of a 'likhtang", written by Baghsingh of Khetri, in which he himself recites an order from the Darbar whereby the deductions, under *pattas* for military service, hitherto allowed to him and all his brothers, are stopped, because of their failure to render that service Baghsingh signifies his acceptance of the Darbar's order, agrees to receive whatever the Darbar is pleased to give in return for their military service, and undertakes not to deduct the *patta* figures from their assessment (P S 332) This is supported by an order from Daulatram Haldia, the State's Minister, to the Officer in charge of Shekhawati, ordering him to stop all the deductions for "Rozina and patta" (*i e* military service) hitherto allowed in the Ijara assessment of Baghsingh Shekhawat and others' (P S 334)

64 The tone of Baghsingh's communication was submissive enough, but the State's orders were ineffective The full deductions for *jagir* and *Bhaya sarishta* grants appear again in the accounts of 1795 A D (P S 336), and the reason for this is not far to seek The Maharajas of Jaipur and Jodhpur had been completely crushed in 1790 A D by Sindia and De Boigne at the battles of Patan and Merta The Jaipur State was at the mercy of this new power in Hindustan and in 1792 A D we have accounts which show that large realizations were made direct from Shekhawati by the Maratha officer Bhao Bhaskar (S 183 — see also Vol III p 1398 Sindia died in 1794 A D, and thereafter it would seem that Maratha oppression was for the time relaxed but their merciless treatment of the country had done far more damage to the power of the State than it could ever do to the power of Shekhawat Thakurs in the barren country north of the Aravali hill It is therefore hardly surprising that the old deductions for regular service at the Capital were still claimed by the Sadains in 1795 A D and that the next event of importance we have to chronicle is their rebellion (for it was nothing less) in 1797 A D P S 337-8 340 342 344 346-8, 355 and 358) It is after this date that the Sadains claim to a separate

political jurisdiction and semi-sovereign status arises for the first time — and it was signified, in a practical manner, by their refusal to accept liability for any service to the State, except of their own accord and on a cash remuneration while at the same time they insisted upon enjoying the old recurring deductions for a regular service which they no longer rendered

65 Their independence was facilitated by a further succession of disasters to the State Maharaja Pratapsingh's crushing defeat by the Marathas at the battle of Malpura in 1800 A D, his death in 1803 and the accession of the incompetent Maharaja Jagatsingh, the withdrawal of the British Treaty in 1806, the war with Jodhpur over the unfortunate Krishna Kumari, and the final entry upon the scene of Marathas Pindaris and Pathans — these were the successive misfortunes which reduced Jaipur "to a state of feebleness and prostration which bordered closely upon dissolution" The Nobles fortified themselves in their estates while the Maharaja's authority hardly extended beyond the walls of Jaipur The Sardars Thakurs therefore, had no difficulty in refusing service to the State while the large deductions from their jagir assessments on that account were claimed as sacrosanct

66 Meanwhile Tod (the Macaulay of Rajput history) had arrived to record their version of the story His Annals of Amber were written between 1813 and 1815 A D and provide for this period a contemporary history by a responsible authority Yet it is evident that Tod's account of Shekhawati is curiously misinformed Half of his "Annals of Amber" is devoted to "the Shekhawat Federation" which he tells us, "attained a power and consideration almost equalling that of the parent State The Shekhawats were a "little nation, occupying a space of 10000 square miles", or considerably more than half the total area of Jaipur In ancient times the Shekhawats "had acknowledged the Amber Princes as liege lords and in token of alliance, paid as tribute all the colts reared on the original estates but disputes about this tribute "occasioned a total separation of the Shekhawat colonies from the parent State until the reign of Sawai Jaisingh", at whose accession the Shekhawati confederation was a superior to and independent of, the parent State, but "who, with his means as lieutenant of the Empire, compelled homage, submission and

pecuniary relief from them' (*Annals* III pp 1378-1382) All this was totally irrelevant to the history of the Sadhanis, for the simple reason that their territory formed no part of the Shekhawati about which Tod discoursed at such *disproportionate length Jhunjhunu Narhar and Singhana were* all Mogul parganahs, acquired by the Jaipur Maharajas between 1730 and 1750 and then *for the first time,* handed over in three instalments to Sardulsingh and his descendants But by treating this tract beyond the Aravali hills as part of the 'confederated territories' Tod gave an extended significance to his traditional history of Shekhawat independence, which led up, naturally enough, to his sympathetic account of the Sadhani rebellion

67 We are told that, at the close of the 18th century, at a time when, in fact, the Jaipur State was almost prostrated by Maratha exactions, the Sadhani lords of Shekhawati began to express dissatisfaction at the progressive advances of the Jaipur Court for the establishment of its supremacy Until this period they had escaped any tributary engagements and only recognized their connection with Amber by marks of homage and fealty on lapse which belonged more to kindred than to political superiority But, as the armies of the Court were now perpetually on their frontiers and might soon pass over, they deemed it necessary to take measures for their safety" *Looking to what we now know of the previous history of Panchpana-Singhana,* the hypocrisy of this is patent Then follow references to a "grand council' and to an "august and national congress of all the children of Shekhji" at Udaipur their ancient place of rendezvous" at which, however, neither Manoharpur nor Khandela nor Sikar, apparently, attended The Jaipur State, whose 'oppression had generated determined resistance', at once, we are told disowned its local Agent and submitted to a 'Treaty" with the Sadhanis who thereupon 'negotiated the conditions of their future connexion with the lord paramount By the second Article of this Treaty, 'the Court disavowed all pretensions to exact tribute beyond what they (the Sadhanis) had voluntarily stipulated", by the third Article, "on no account should the armies of the Court enter the lands of the confederation', while by the fourth Article, the Confederacy agreed to 'furnish a contingent for the service of the Court which should be paid by the Court while so employed" Then follows a contemptuous reference to Jaipur's distinction as the Jhutha Darbar or Lying Court — to explain the circumstance that the Sadhanis "obtained not

one of the advantages for which they had agreed to serve" the Maharaja — while their own zealous endeavour to play their part is contrasted with "the crooked ways" of the Jaipur House. A few pages later Tod (III p. 1413) refers to a second "treaty" of 1806 A. D. between Jaipur and the Sadanis, which provided for a renewal of the "ancient stipulations regarding the non-interference of the Court in their internal arrangements, so long as they paid the regulated tribute".

68. We need not write at length to expose the inaccuracy of what Tod wrote. The former existence of a Shekhawati Confederacy is unsupported by any evidence, outside the uncorroborated statements he has made; and the very fact that Baghsingh, who in 1791 A. D. wrote the admission we have quoted *in extenso* in Appendix N (regarding his and his brothers' failure to perform their service to the State and their acceptance of the State's decision to withdraw the regular deductions from their assessment on this account), was still the head of the Sadanis when Tod's first abortive "Treaty" purports to have been framed, proves that that "Treaty" represented nothing more than the pretensions of the Sadanis, which they were encouraged to assert in the days of Jaipur's weakness. The whole idea of such a "treaty" was foreign to local sentiment, and was, we may safely assume, a product of the new ideas which the British introduced into Rajputana from 1803 A. D. We give in Appendix O, for convenience of reference, the full passages in Tod's Annals of Amber which deal with the Sadani rebellion and with the two "treaties" he records.

69. What is strange about Tod's Annals of Amber, as published in their final form between 1829 and 1832, is that, though they retain his original account, written between 1813 and 1815, of the "treaties" between the Sadanis and the State, which purport to have been made in the Time of Trouble, they make no reference to Ochterlony's subsequent Settlement with the Jaipur Thakurs in June, 1818. Tod had had to face in Udaipur a problem identical with that which Ochterlony had to face in Jaipur. In fact, as we shall see, he supplied the model for Ochterlony's Settlement. Tod did not leave India till 1822; and should not have been ignorant of what took place in Jaipur. He devotes a twelve-page chapter of his Annals of Amber to the year 1818-19 and also wrote a "Summary of Transactions"

which should have appeared as Appendix V to his main work but, "being a large paper", was omitted in the Press (*Annals* III pp 1373 and 1832) Yet, as his work stands it is his own dubious treaties that "negotiated the conditions of their (the Sardars') future connexion with the lord-paramount", while Ochterlony's Settlement, promulgating with the official sanction of the Government of India the fundamental rules of their future relations with the (Maha) raja, is wholly disregarded

70 Tod however, in spite of his inaccuracy, provides valuable evidence for this period of confusion We learn from him the objects which the Sardars had in view when he was writing and for which they strove during the States progressive disintegration prior to the final British Treaty of 1818 A D They asserted their independence of the Jaipur State They emphasized every deduction from the legitimate demand to which on any pretext they could lay a claim while in return they disowned their customary service obligations and thus continued for some 15 or 20 years prior to the Treaty and Settlement of 1818 It was the position which led Lord Lake (only 10 days before he signed the first British Treaty with the Jaipur State) to confer upon Khetri the pargana of Kotputli without reference to the Maharaja of Jaipur — an anomalous grant which has ever since proved a problem for the officers of the Political Department, it was the position which Tod found in existence when he wrote his Annals and to the support of which against the legitimate claims of the Jaipur State he lent the whole strength of his partizan spirit and literary skill, and it was the position which led Mr Metcalfe in January 1818 to write of Khetri These Chiefs are Dependents and Tributaries not subjects They are independent Rulers in their own Territories

71 Only one local incident need now detain us before we pass on to the British Treaty and Settlement of 1818 A D We have seen how the three sharers in the Singhana lease, namely Baghsingh's descendants holding half the pargana and Nawalsingh's and Kesarisingh's descendants each holding a quarter of the pargana had in the 18th century, each of them obtained a deduction of Rs 12000 from the Panchpana assessment for the service of their relations (*Bhaya sukhta*) In 1812 A D Abhaisingh the son of Baghsingh of Khetri approached the Chief Minister Misr Sheonarayan (a nominee of Amir Khan

the Rohilla Chief, to whose party Khetri was attached — see Babu report, para 5) and apparently, on the ground that his status was superior to that of Nawalsingh's and Kesrisingh's descendants, demanded an increase in his *Bhaya sarishta* deduction The complaisant Minister, accordingly on Bhadon Budi 13, St 1869 (=1812 A D) issued a letter to the Amil of Shekhawati saying that, as Abhaisingh received too little by way of *remission* on account of his relations (*Bhaya sarishta sun chhut kam chhe*), a further remission of Rs 6,000 per annum was granted him and should be deducted from his annual assessment (P S 385), and this order was confirmed four years later in 1816 A D by another Chief Minister, Manjidas (P S 389B)

72 Thus, by the close of the Time of Trouble the Sadanis had effectively enforced at the expense of the "*Jhutha Darbar* or Lying Court two at least of the Articles in Tod's "Treaty" which purported to negotiate "the conditions of their future connexion with the lord paramount The Court was compelled to disavow all pretensions to exact tribute beyond what they (the Sadanis) had voluntarily stipulated", while the Sadanis, in return rendered no regular service to the State but merely furnished if they wished an occasional contingent for service 'which should be paid by the Court while so employed In a word, the Sadanis secured the benefit of large cash deductions for a regular service which they refused to render The assessment of Singhana parganah was cut down by Rs 50,000 (this being the total of their *jagir* deductions) to Rs 1,06 000, while in Panchpana the *Bhaya sarishta* allowances, now totalling Rs 42,000, and Zorawarsingh's *patta* deduction of Rs 2 500 *per annum* for personal service, were treated as merely so many cases of remission.

Part X — THE TREATY OF 1818 A D

73 The circumstances which led up to the British Treaty of 1818 are described in Prinsep's *Political and Military Transactions in India* (Vol I pp 49-53 and Vol II pp 370-380) a contemporary account published in 1823 The principle underlying these negotiations which were entrusted to Mr (afterwards Lord) Metcalfe and which continued intermittently for two years (April 1816 to April 1818) was that in return for the Jaipur Maharaja's

acceptance of British paramountcy and payment of an annual tribute the British would re-establish his authority over his territories and recalcitrant Nobles and would restore to his control any areas usurped by the latter since the death of his father, Maharaja Pratapsingh, in 1803 A D This seemed at first sight a reasonable basis for a settlement, but it did not allow for the facts that the Maharaja was a figurehead, that authority in the Capital rested with any faction which could gain a short-lived superiority over its rivals, while the country was held either by Amir Khan Rohilla, who had established himself at free quarters in Jaipur territory, or else by practically independent local Chiefs such as Khetri and Sikar

74 As a result, no real progress could be made in the negotiations for a Treaty Mr Prinsep writes "All our alliances with States of this description have necessarily a character of dependence on their part, and, on that account, are not very palatable Yet a more obvious mode of accounting for the disinclination experienced on this occasion, may be found in the actual circumstances of the internal government of Jypoor The whole territory was parcelled out into hereditary tenures of the nature of fiefs or baronies of the feudal system, over these the Raja a weak man had much about the same influence and authority as was possessed by the weakest of the Kings of England when the same system prevailed in that country The continual war of factions was prosecuted with the utmost vehemence Since the preceding November the Jypoor ministry had been twice changed Manjeedas' party, which was the most aristocratical and most hostile to the Pathans (Amir Khan etc) had ultimately gained the ascendancy No member of this aristocracy, however was disposed willingly to exchange a state of things which left so wide an opening to his hopes and ambitions for the perpetual repose and tranquillity that must result from the introduction of our influence This disposition might be expected to have prevailed even if we had offered a settlement on the basis of leaving matters as we found them, but there was reason for the aristocracy to suspect that our guarantee of maintaining the Raja's authority comprehended the enforcement of his just dues from themselves, and their suspicions naturally made them oppose the completion of the alliance

75 To meet this prolonged obstruction Mr Metcalfe decided to threaten

the State with dismemberment, and, with this end in view, he embarked upon separate negotiations with the bigger Thakurs "Koowar Bukhtawar Singh, the son of Raja Abhai Singh, of Khetri," he observes in his despatch of the 29th of January, 1818, "wrote to me sometime ago expressing an intention of coming to Dihlee, to which I immediately assented in the hope that his coming might alarm the Court of Jypoor and expedite the conclusion of a Treaty. Since his arrival I have entered into conditional engagements with him, acting on behalf of his father subject of course, to the approbation or rejection of His Excellency the Governor-General, to the following effect Raja Ubhie Singh and his son and heir, Koowar Bukhtawarsingh, engage for them lves and their successors to become Dependents of the British Government on the same footing *on which they were before dependent on Jypoor, paying tribute and performing military service for us on the same footing on which they have hitherto been bound to do the same for the Raja of Jypoor* They throw off all allegiance to Jypoor and become exclusively attached to the British Government In return, we protect them and guarantee their lawful possessions In the event of an alliance with Jypoor, they will revert at our desire to their allegiance to the Raja, under the safeguard of our superintending influence I trust that this arrangement is entirely unobjectionable and that H E the Governor-General will approve of my having adopted it without previous instructions My object was twofold Either to alarm the Court of Jypoor and stimulate them to the conclusion of a suitable alliance or to lay a foundation for the conclusion of separate engagements

This arrangement would be, I conceive, perfectly justifiable, in the event of the perseverance of the Court of Jypoor in its procrastination and evasion These Chiefs are Dependents and Tributaries not subjects They are independent rulers in their own territories They pay tribute or military service or both to the Raja of Jypoor and are entitled to protection If not protected, their obligations cease, and they have a right to carry their tribute and allegiance where they can obtain security in return"

76 It was clearly a delicate matter to open *pourparlers* with subordinate Estates while negotiations with the principal were still in progress, and the suggestion that the weakness of the Maharajas of Jaipur, by whom Khetri had been established in his estate less than 70 years before, justified the latter

in abandoning his allegiance, indicated a purely political outlook But the manœuvre was immediately successful, the Jaipur State, thus threatened with dismemberment, soon came to terms, and a treaty with the East India Company was signed on the 2nd of April, 1818

77 By the conclusion of the Treaty the Conditional Engagement, or *Tasallinama* with Khetri was automatically cancelled At a Grand Darbar, in the presence of the Maharaja, Khetri was on the 30th of June 1818, asked by Sir David Ochterlony, who meanwhile had succeeded Metcalfe as Resident at Delhi, 'if his Engagements had not been altogether conditional', and whether, if the Maharaja formed a Treaty with the British Government, he had not himself proposed that his connection should cease in so far as it affected his allegiance to the Maharaja", and he readily admitted the correctness of this statement of the case (See App P Part II)

78 But this was not all A definite diminution of Khetri's status resulted from Maharaja Jagatsingh's acceptance of a British alliance This was made explicit by Mr Metcalfe himself when framing the terms of the new Treaty The Maharaja and his heirs and successors", the 8th Article states, shall remain absolute rulers of their territory *and their dependents,* according to long established usage Now this form of words appears in no other treaty of the period, and it is clear that the specific reference to Dependents (a general term the equivalent of the modern "Thikanas") was deliberately introduced by Metcalfe in order to repudiate his own Conditional Engagements with certain subordinate estate-holders and formally to re establish the absolute authority of the Maharaja in regard to all of them This re establishment of the Maharaja's authority is the point which we have now to emphasize

79 Metcalfe, as we have seen had described Khetri and others in his despatch of the 29th of January, 1818, as "Dependents and Tributaries, not subjects They are independent Rulers in their own territories", and it is speciously contended that Article 8 of the Treaty, by its reference to long established usage confirmed in favour of Dependents, such as Khetri, the status which Metcalfe himself had ascribed to that Thikana only two months previously This was not so It was realized, long before the Treaty was signed,

as Prinsep tells us in the passage we have already quoted in paragraph 74 above, that an alliance between Jaipur and the British would involve the restoration of the Maharaja's authority over his Thakurs. Metcalfe himself notices this point, in the case of Sikar, in the very despatch of the 29th of January from which we have already quoted. He wrote: 'It is obviously for his (Sikar's) interest in a short-sighted view of the question, that no connexion be formed with us as the result of such a connexion would be the diminution of his personal consequence and the loss of his usurpations." Metcalfe knew that a radical change would be made in the status of the more independent "Dependents" as soon as the State entered into alliance with the British. They were, in Prinsep's words, to be brought into subjection to the Maharaja not 'on the basis of leaving matters as we found them', but under a guarantee in the Maharaja's favour, which 'comprehended the enforcement of his just dues from themselves." It is, therefore, idle to quote Metcalfe's estimate of the position of Khetri before the Treaty as evidence of the status that was conferred on that Thikana by the Treaty itself.

80. All doubt on this point is removed by yet another formal order by the Government of India. Khetri soon tried to use its Conditional Engagement as a weapon against Jaipur and, as a result, a clear decision was issued in a despatch of the 1st of October, 1830 which is quoted *in extenso* in Appendix S. Metcalfe was still with the Political Department, for we find a letter from him relating to Jaipur written on the 14th of February, 1831, and the interpretation of Khetri's position in this despatch of October, 1830, carries the whole weight not only of the Government of India but also we may be sure, of the very Officer who negotiated both the Conditional Engagements and the Jaipur Treaty itself. 'The Chief of Khetri is not entitled to our interference in his support against the just demands of his Lord Paramount, the Rajah of Jyepore, of whose Dominions Khetri forms an integral portion. By virtue of the relation of Vassal, or Feudatory, of Jyepore, the Raja of Khetree is subject to the authority of that State, and in the matter of his Vakeel the British Government cannot afford the redress solicited by the young Chief in his letter to the Governor-General. The *Tasallimnama*, or Conditional Assurance, received from Sir Charles Metcalfe, definitely declares that the Khetree Chief is subject to the authority of the Jyepore State, and a reference to the Despatch dated the 29th January, 1818 to the Chief Secretary to

Government, will show more completely the character of that document The Treaty with that State having been concluded, his allegiance to the Rajah of Jyepore remained unimpaired and you will decline to receive communications from his Vakeel at Delhi regarding any affairs but those of Kote Pootlee'

81 These orders of 1830 are final and conclusive, and, had they been kept in view, the subsequent confusion which has led to this inquiry would not have arisen By the Treaty of 1818 Khetri plainly ceased to be an 'independent ruler in his own territories" Those territories became an 'integral portion" of the Rajah of Jeypore's dominions, over which the latter was declared to be absolute ruler according to long-established usage Khetri was specifically relegated to the position of a 'Vassal" or 'Feudatory" of his Lord Paramount, the Raja of Jyepore"—such being the language then in vogue among the British to indicate a subordinate estate to which a liability to service and assessment was attached In brief, by the terms of the Treaty itself, confirmed by the orders of the Supreme Government in 1830 and yet again as we shall see, in 1859 A D, Khetri was deprived of such sovereign independence and separate political jurisdiction as it had succeeded in acquiring during the Time of Trouble. This deprivation was, of course, the reward conferred on Maharaja Jagatsingh in return for his acceptance of the British alliance

PART XI—OCHTERLONY'S SETTLEMENT OF 1818 A D

82 Having now elucidated, as far as we can, the essential purpose underlying the Treaty of April, 1818—a purpose the fulfilment of which, it was clearly understood, would involve "the reduction of the Nobles to their proper relation of subordination to the Maharaja' (Aitchison's *Treaties* III p 55)—we may proceed to consider the action taken to give effect to this essential purpose In May, 1818, Sir David Ochterlony who, after nearly 40 years continuous service in India, had recently been made a Baronet, given a pension of £1,000 a year, decorated with the G C B and thanked by both Houses of Parliament for his services in the Nepalese War, and who now combined in his own person the chief civil and military

power in Rajputana, arrived in Jaipur It was his duty to establish the Maharaja as absolute ruler of his territory and dependents *according to long-established usage*, and he, therefore, naturally took his stand upon "the ancient customs of the Raj and the prerogatives of the Maharaja". He roundly declared that he had been 'sent by the Governor-General to maintain those rights, to assert them and to enforce them" (Despatch of 22nd of June 1818, App P, Part I, para 10). The Thakurs, however, had long been out of hand, and their submission was not obtained "until an example had been made of the most refractory, and the strongholds of Khushalgrah and Madhorajpur had been captured by British troops" (Wilson II p 304)

83 Ochterlony now addressed himself to the difficult task before him. He found the Ministers of the State "quite unprepared to put either their own or my ideas into any shape or form". He, therefore, summoned "every Thakur of the State of any note" to attend a Grand Darbar in the presence of the Maharaja, and, at the same time, he urged the local administration "to give somewhat of form and consistency to the deliberations, and advised that a Paper, expressive of the Maharaja's Intentions and Wishes, should be read". "Adverting to what had been so ably effected at Udaipur, I offered them a Translation of the Articles which had been sent to me by Captain Tod, and recommended that they should apply them, as far as the different circumstances of the two States would admit, to their own They appeared rejoiced to secure any document that would serve them as a guide in a situation so novel, and the more so to receive a Paper which could be quoted as a precedent, and they promised to have something similar prepared for the next Grand Darbar".

84 We must emphasize this reference to Tod's *Qaulnama* (Aitchison III p 23) We reproduce in Appendices Q and R the Jaipur Articles of Agreement of the 21st of June, side by side with Tod's Qaulnama of the 4th of May, and it will be seen at once that the local officers conscientiously complied with Ochterlony's recommendation and produced a document which, in the main, applied the settlement of Udaipur to Jaipur, "as far as the different circumstances of the two States would admit".

85 Let us glance for a moment at the position in Mewar, at Tod's Qaulnama and at the negotiations, recorded in his Annals which led up to its acceptance The position which Tod had to face in Mewar was precisely similar to that which confronted Ochterlony in Jaipur The integrity of both States had been shattered by Maratha inroads and by long years of turmoil and confusion The Maharana's authority in Udaipur, like that of the Maharaja in Jaipur, had been set at nought, and the Nobles were linked to their overlord by no more than the sentimental tie of former subordination They had become in practice Independent Chiefs, and had extended their territories by usurpation from the demesne lands of their nominal Ruler As Mr Mehta tells us in *Lord Hastings and the Indian States*, published in 1930 ' Mewar had been the worst sufferer from the Pathans and the Marathas Taking advantage of the disorders of the time, the powerful Chiefs and Feudatories of the Maharana had usurped large parts of the State (khalsa) lands and had disregarded the claims of service and tribute due from them to their suzerain, the head of the State The Maharana accused them of having wrongfully extended their possessions in khalsa land of levying customs duties which were due only to the central government of the Rana and of delinquency in service at his Court by personal attendance and in furnishing foot and mounted forces at the Capital according to usage

Before the Government of Mewar could be placed in a stable working condition, it was desirable to settle these two outstanding matters, namely, the restitution of the usurped territories and the restoration of the Rana's authority over his recalcitrant Chiefs" (op cit pp 142 & 143)

86 All this might have been written of Jaipur It, therefore, accords with one's expectation to find that the British Treaty with Jaipur in 1818 was followed as in Udaipur, by a formal Settlement with the disaffected Sardars "On the 27th of April , Tod writes for Udaipur, the Treaty with the British Government was read (to the Thakurs), and the consequent change in their relations explained Meanwhile a charter, defining the respective rights of the Crown and of the Chiefs, with their duties to the community, was prepared, and a day named for a general assembly of the Chieftains to sanction and ratify this engagement The 1st of May was fixed, the Chiefs assembled, the Articles, ten in number, were read and warmly discussed' The meeting then adjourned and was resumed at noon

on the 4th of May, but it was three in the morning on the 5th May ere the ceremony was over (Tod I p 564) The results achieved in Udaipur were —

(1) the resumption of territory — Some of these cessions were alienations from the Crown of half a century's duration (loc cit),

(2) the assertion of the sovereign right of the Maharana to all transit due (*rahdari*) — One Chief had to relinquish the levy of transit dues in the most important outlet of the country — asserted to have been held during seven generations (loc cit) and

(3) the assertion of the sovereign right of the Maharana to regular service from his nobles — which is thus described in Aitchison's *Treaties* (III p 19)

At the date of the first Treaty with the British Government these Nobles had made themselves virtually independent of the Maharana and one of the first acts of Captain Tod the Political Agent was to draw up the Agreement of May, 1818 by which the Nobles bound themselves to restore all the lands they had usurped or otherwise acquired during the previous fifty years and to hold available for the Maharana's service for three months each year, quotas of two horsemen and four footsoldiers for every Rs 1 000 of their revenue

57 With what Tod accomplished in Udaipur before our minds it is perfectly easy to understand the Settlement which Ochterlony effected in Jaipur We have reproduced in Appendix P to this report Ochterlony's despatches of the 22nd of June and the 1st of July and the Government of India's orders of the 6th of July which approved for the decision of questions arising out of the conflicting pretensions of the (Maha)raja and the Chiefs the fundamental rules of the latters future relations with the (Maha)raja The purport of the whole negotiation was as Ochterlony said to place the (Maha)raja in the state which his ancestors had enjoyed The significance of the Jaipur Articles of Agreement is unmistakable The first Article was an acknowledgement by the Thakurs of their allegiance to the Maharaja the second Article authorized the resumption of lands acquired by the Thakurs since the death of the late Maharaja Pratapsingh in 1803 A D, the 3rd and 4th Articles asserted the State's authority in maintaining law and order within its territories, the 7th Article reserved to the State the right to the income from *rahdari* (the transit duty levied on merchandize), while three Articles — the 5th 6th and 8th — emphasized the Thakurs ancient customary obligation

for military service to the State and made *regular* duty at the Capital, for six months in the year compulsory on every Jagirdar This document was just as much as Tod's Qaulnama a charter defining the respective rights of the Crown and of the Chiefs

88 Thikana Counsel gives exhaustive consideration to these Articles of Agreement on pages 85 to 96 of the Panchpana Singhana Written Argument He is good enough to admit that these Articles were duly executed He notes after examining the old records in Calcutta that Sir David is to be found frequently writing about the Agreement come to in his presence (W A p 95) and that Sir David frequently refers to this Agreement, executed in his presence as he states (W A p 112) But he concludes that the Independent Chiefs of the Jaipur State only came within the purview of the Articles of Agreement in respect of any encroachments they might have made upon the khalsa lands The Sadaiti Thakurs were by Article 8 of the Treaty itself and by Ochterlony's own declaration in his despatch confirmed in their ancient rights and domains according to long established usage, and it is argued that the Articles of Agreement did not deal either with the ancient domains of the Chiefs or their ancient rights The question what were their ancient rights and domains was never considered by Sir David Ochterlony and that therefore his Settlement had apart from the question of encroachments on the khalsa no reference at all to the Sadaiti Thikanas but only to Jaipur proper As regards the assertion of the Darbar's right to *rahdari* he suggests that Ochterlony in his English version of the Articles mistranslated the original that the original only meant that the old customs rights of the Darbar shall remain with the Darbar As the Darbar has never exercised any rights to customs duty in Panchpana Singhana it must therefore have had reference to the rights of the Darbar in Jaipur proper As regards military service he observes "*Clause 5* Service was to be rendered agreeably to the usage of the Darbar This proviso carefully restricted service to the old usage As regards the Independent Tributary Chiefs (these Thikanedars) they have never rendered the class of service required from the nobles of Jaipur proper but have only rendered service on military expeditions *Clause 6* refers to the service required from Nobles of Jaipur proper *Clause 8* refers to Jagirdars and therefore clearly has

nothing to do with these Thikanedars, who are not Jagirdars nor is it suggested that they are"

89 The contention that the "independent Thikanedars" only came within the scope of the Settlement in so far as they were responsible for encroachments on the State's khalsa and were, in consequence, amenable to the resumption clause in the 2nd Article, is, in the first place, refuted by *the fact that every Thakur of Note including Umrao who admittedly had* made no encroachments, was called upon to sign the "Paper" at a Grand Darbar in the Maharaja's presence We shall deal with the question of Customs and *rahdari* at a later stage As regards the military service of the Sadani Thakurs we have already shown that their leading men were all, according to the ancient customs of the Raj, regular Jagirdars, and that they were all, as well as their relations, liable for regular duty at the Capital, and were specifically remunerated for that duty by large annual deductions from their Ijara assessments, separately calculated for their personal service and for the service of their relations To suggest that the Articles of Agreement had no reference to the outlying Thikanas but only to 'Jaipur proper' denies the obvious analogy between the Jaipur Agreement and Tod's Qaulnama renders unmeaning the Government of India's reference to "the decision of questions arising out of the conflicting pretensions of the Maharaja and the Chiefs" and disregards the whole object of Ochterlony's mission Thikana Counsel asks us to believe that Ochterlony's purpose of 'restoring the Maharaja to the state which his ancestors had enjoyed" was to be achieved by means of a settlement which left the more refractory Thikanedars *untouched Stated in this way his argument stands self-condemned*

90 The fallacy becomes even more patent if we follow the argument to its logical conclusion Counsel maintains that the Sadanis were Independent Chiefs before, and after, the Treaty and Settlement, and were *unaffected by the new settlement, except in the matter of recent encroach*ments Why then the "great reluctance in the Chiefs to sign the Paper"? Of all the Thikanas with which in our inquiry we have had to deal only two — Sikar and Khetri — had usurped the territory of their neighbours Again if, apart from these encroachments, the *existing* rights of the Thikanedars were to be maintained, why did the Treaty itself lay such

emphasis on *long established usage*? What was the reason for Ochterlony's reiterated insistence upon the *ancient* rights of the Thakurs and the *ancient* customs of the Raj and his determination 'to place the (Maharaja) in the state which his *ancestors* had enjoyed'? Why did Metcalfe anticipate a diminution" of Sikar's present consequence" as well as the loss of his usurpations?, why, in Prinsep's words did the aristocracy suspect that our guarantee of maintaining the (Maharaja)'s authority comprehended the enforcement of his just dues from themselves? Why does Aitchison record that 'the first duty urged on the Maharaja after the conclusion of the Treaty was the resumption of the lands usurped by the Nobles *and* the reduction of the Nobles to their proper relation of subordination to the Maharaja? (*Treaties* III p 55) And, lastly, why did Ochterlony write, after all the "Thakurs of my Note had signed the Articles of Agreement 'By this act they have given assent to certain points which will be salutary in the general management of affairs, and the administration can always refer to their own signatures *should they at any time violate the Articles agreed on*' (App P Part II para 9) Thikana Counsel offers no answer to these questions but merely reiterates that it was to the Nobles only of "Jaipur proper that Ochterlony Prinsep and Aitchison refer Long after the Settlement was signed Ochterlony wrote to the Rao Raja of Sikar Formerly during the reign of the late Maharaja Sawai Jagatsingh you of your own accord and in my presence agreed in writing that you would adhere to the custom and usage in vogue during the reign of the late Maharaja Pratapsingh and that you would not deviate therefrom contrary to the wish of the Jaipur Durbar (See Sikar Appendix R) This was the fundamental principle of Ochterlony's Settlement expressed in his own words It was as obviously accepted by every other Thikana as it was by Sikar and Thikana Counsel's plea to the contrary in the present case conflicts with commonsense We may safely assert that no unprejudiced student of the papers can reach any other conclusion than that the Articles of Agreement were of general application and had particular reference to every Thakur who was called upon to sign them

91 It is useless now to pretend that the Sardar Thakurs were not bound by the 5th 6th and 8th of the Articles of Agreement to render service Ochterlony was a soldier living in a period of almost continuous warfare in India

He well knew the conditions which had alone made possible the continued existence of these military States of Rajputana— to which Jaipur was no exception in spite of all that Tod had written By the constitution of the country Ochterlony declared in an emphatic despatch of the 22nd of August 1818—only two months after the Article of Agreement had been signed— every landed proprietor holds his possession on (the condition of) military service either to furnish Horse or Foot and oftenest both and till the time of Pratap singh the conditions appear to have been rigidly enforced (The underlining is Ochterlony's) Everyone acknowledges the terms of his Tenure and if the Rajput character remained as it was this force would be as respectable as any local militia can be without discipline

92 It is also patent that the Articles of Agreement represented a serious endeavour on the part of the States administration to frame in documentary form a categorical statement of the prerogatives of the Maharaja based upon ancient custom Nothing was required of the Thakurs Ochterlony wrote but what the strictest justice and the customs of the State fully warranted The three points of importance for our inquiry that were emphasized were —

(1) the surrender of all usurpations since 1803 A D

(2) the acknowledgement of the Durbar's right to all transit duties on merchandize (*Rasum i rahdari haqq i Darbar ast* in the Persian copy) and

(3) the acceptance by the Nobles of the State of their own and their relations definite liability for service to the Darbar coupled with their acknowledgement, as Jagirdars of their duty of regular attendance at the Capital for six months every year

93 Nothing it will be noticed was said about assessment The natural inference to be drawn from this is that the old system was to be retained — and this was inevitable If the old customary liability of the Sadars and other Thakurs for regular service and attendance under their *jagir* and other *pattas* was to be enforced it followed as a matter of course that the old customary deductions on this account from their assessments would have to be continued

94 In conclusion we may draw attention to the sanction to the Articles of Agreement conveyed by the Government of India (See App P Part III)

'The calling on the Thakoors', the Secretary wrote on the 6th of July, 1818, to execute a Paper containing the fundamental rules of their future relations with the (Maha)raja, specifying also the relinquishment of their usurped possessions or authority, and the tenor of the Articles comprehended in that document generally, an entirely approved by the Governor-General. It would have been difficult to have prescribed any other rule of universal application for the decision of questions arising out of the conflicting pretensions of the (Maha)raja and the Chiefs, and the determination of each special case on its own merits, would have been tedious and embarrassing and often unsatisfactory. There is now a plain distinct rule founded on unquestionable positions of justice, involving only points of notorious fact, which can be easily established.' Nothing could be clearer or more definite than this. The Supreme Government formally sanctioned a 'rule of universal application for the decision of questions arising out of the conflicting pretensions of the (Maha)raja and the Chiefs', and yet Thikana Counsel now suggests that Ochterlony's Settlement had reference only to 'Jaipur proper', and in no way concerned the Thikanedars with whom we are dealing except in regard to their encroachments upon khalsa lands. The hollowness of such a plea is patent. No distinction of any sort was drawn between let us say Sikar, Khetri and Uniara on the one hand and Chomu Samod and Diggi on the other. *All were dependants all held their Thikanas* as integral portions of the dominions of which the Maharaja had been declared to be absolute ruler and all accepted the Articles of Agreement as fully warranted by the customs of the State. Thus was the solidarity of Jaipur finally confirmed by the Supreme Government in 1818 as a corollary to the fundamental Treaty of that year and it is for this solidarity that His Highness is still contending in accordance *with the ancient customs of the Raj and the prerogatives of* the Maharaja.

Part XII — LOCAL HISTORY FROM 1818 TO 1835 A D

95. By the end of June 1818 the Settlement had been signed by all the Thakurs and Ochterlony set himself to enforce the Articles of Agreement. Madhorajpura as we have seen had already been taken from a rebellious relative of the Maharaja by British troops. Khandela was formally

resumed from Sikar early in July, and Babai from Khetri in the middle of that month Large misappropriations of land were recovered from Rawal Bairisal of Samod in August, in September we read of "seven Forts or places of strength" being taken over from Purohit Manjalal, a former Chief Minister, and in October the Governor-General expressed satisfaction after perusing Ochterlony's reports upon the condition of the country Then on the 21st of December, 1818, precisely six months after the first signing of the Settlement the Maharaja died A posthumous child was born to him in the following April, and, in the subsequent arrangements which received the approval of the Government of India, Ochterlony was expressly instructed *to abstain as much as possible from any interference in the internal administration of Jeypoor* ' (Metcalfe's despatch of the 3rd of June 1819) Thereupon the affairs of the State were once more plunged into 16 years of continuous confusion during which the Articles of Agreement were not only, from the first inadequately enforced but, in the end totally forgotten This is the crucial period for our inquiry, and we, therefore, feel compelled, even at the risk of unduly prolonging our report, to devote a separate section of it to some account of these eventful years

96 The local history from December, 1818, to March 1823, is thus described by the contemporary writer Mr H T Prinsep ' Two candidates immediately appeared for the succession, and the principality was on the point of experiencing the agitation of a contest, in the mitigated form of intrigue and faction allowed by the British supremacy, when a posthumous child was produced from the Mahal as the son of the deceased Raja by a wife of the Bhutee race (April 1819) In order to adjust these matters Sir David Ochterlony again proceeded to Jeypoor, and finding the posthumous infant to be pretty generally acknowledged he assisted at its inauguration by the title of Sewaee Jey Singh and gave the sanction of the British government to the establishment of a regency under the Ranee mother, aided by Rawul Byreesal, as chief minister of the State The intrigues and confusion arising from the perpetual war of factions in this durbar obliged government subsequently to appoint a *Political Agent* specially to superintend its affairs, and Major Stewart who had acted sometime as Resident at Sindheea's court, was deputed to Jeypoor with this commission (March 1821) He found every thing in the utmost confusion The authority of Rawul Byreesal was quite

superseded by an influence within the Zunana which thwarted his measures and annihilated his efforts to restore order in the various departments of administration It had been agreed to restore to the Raja's Khalsa (Exchequer) all usurpations from him, or grants obtained from the State, in the period of violence and anarchy which had intervened The Sumbut year 1860 (1803 A D) was the date fixed for these resumptions Every attempt, however, of Rawul Byreeal to carry this measure into execution was frustrated by the intrigues of the parties interested and by the secret influence they were encouraged to resort to amongst the women of the interior of the palace their eunuchs and paramours Presuming on the Dewan's experienced weakness, the Thakoors entered into cabals, and prosecuted their feuds and animosities in the same manner as before the British alliance was contracted They, moreover very generally harboured criminals and robbers so that without a large escort it was utterly impossible to travel through the country, and all commercial intercourse and transit was obstructed by their levy of arbitrary and illicit exactions Complaints of the anarchy which prevailed came daily to the Presidency from all quarters This state of things continued till 1822 when the British government found it absolutely necessary to decide whether its support should be given to the sanctioned and responsible minister or the principality be left, as heretofore to the chance government of intriguers within the palace walls The point was specially referred by Major Stewart and after some deliberation the Supreme Government resolved to conquer its repugnance to interfere, and authorised a direct interposition in support of the authority of Rawul Byreesal

In execution of this resolution Sir David Ochterlony a third time proceeded to Jypoor to add weight, by his presence and personal authority to the representations about to be made to the Regent Ranee He arrived there on the 20th January 1823 and immediately addressed a serious remonstrance to the Court pointing out in what respects the promises made to himself by the Ranee or by the deceased Raja had not been performed and showing how the country had been brought to the verge of ruin by the system of misgovernment pursued These evils he attributed to the divided authority which existed and for their remedy he called upon the Ranee to restore Byreeal to confidence and vest him with exclusive power in the administration He required her at the same time to dismiss from her council and presence Jhota Ram the most favoured of

the minions by whose influence the minister had been counteracted. The Ranee was not without the support of a number of partisans amongst the Thakoors and principal people of Jeypoor, so much so that Byree Sal, when consulted, was of opinion that it would be necessary to march a British force to Jeypoor to support the interposition in his favour. This, however, Sir David Ochterlony was resolved to avoid, except in the last extremity, trusting to the weight of his personal influence and the known character and power of the British Government to effect the object without a resort to such means. At last, seeing no means of evasion or resistance, she (the Ranee Regent) finally adopted the resolution to submit. Jhota Ram was deprived of all his offices and sent to reside on a small stipend at Songurh in Bundelkhund, while the Thakoors most active in her favour retired to their estates, leaving Byree Sal to exercise the ministerial functions without further counteraction or intrigue.

Thus by the effect of our interposition a party has been made to preponderate which might else have proved the weaker, and a minister has been maintained in power who without our aid would probably have fallen. Feeling his reliance on the British government, this minister will henceforward be less dependent on any existing faction, and less disposed, therefore, to consult its interest. Indeed it will naturally become his policy to weaken the power of the aristocracy by enforcing resumptions and adopting every means to subject the Thakoors to his authority. (*Transactions*, pp 374-9, published in 1823.)

97. It will be readily admitted that the course of events between December 1818, and March 1823 as described in the preceding extract, was hardly calculated to lead to the proper enforcement of the Articles of Agreement. Nor were the promised hopes expressed by Mr Prinsep at the close of that extract in any way fulfilled. The orders of the Government of India for the dismissal and departure of Jhutha Ram and for the appointment of Rawal Bairisal "to act independently of the Ranee's authority" were dated the 18th of March 1823. The sequel is given in Col. Brooke's *Political History of the State of Jeypore*: "The Political Agent [illegible] it advisable to carry out the orders of Government to the extent [illegible] and [illegible] allowed the Ranee to retain her position of Agent in the State, placing the whole real power in the hand of the Rawul and Mookhtear. Jhota Ram [illegible] pilgrimage, whilst the minor members of the Regent's party [illegible]. The Ranee became outwardly most subservient

and at once invested the Rawul as Regent, with a khillut of the 1st class

"Captain Stewart left Jeypore, and was succeeded by Major Raper on the 23rd April, 1824 The Ranee took advantage of the change of officers, to carry out her long conceived intention to expel the Rawul With that object, she intrigued with the troops of the State and, in October, 1824, summoned the various battalions to the capital, under pretext of demanding their arrears of pay She sent an invitation to all the Thakoors, who were favourable to her, to come to Jeypore, and especially to the Shekhawuts, to assist her in expelling the Nathawuts (The Rawul Byree Sal and Kishen Singh, Thakoor of Chomoob, were the heads of the Nathawut Kothree) She sent also for Sreejee Muhunt who had been lately banished the country and exerted her utmost endeavours to excite a commotion The troops obeyed her bidding, encamping near the Sanganer gate of the city and were further protected by 24 guns Major Raper behaved with great prudence and forbearance on this occasion He at once called upon the Brigadier at Nusseerabad for support, and, when the Ranee did not adopt any measures for withdrawing the battalions to whom she sent secret instructions countermanding her public orders he withdrew to a distance from the city Great anarchy and distrust prevailed in Jeypore All the shops were closed and mercantile operations ceased, and this uncertain state of affairs lasted about two months The Rawul who was, at first, in great dread for his safety had fortunately been permitted to leave the city and was with the Political Agent, who upheld with mildness but firmness, the orders of his government But for the absence of the Rawul and the Thakoors favourable to him the city would most probably, have become the scene of anarchy and plunder

The Resident Sir David Ochterlony, arrived shortly afterwards from Delhi and took up his abode in the city He ignored the presence and the acts of the Political Agent who remained outside the city Notwithstanding his previous strongly expressed opinion in favour of the Rawul, as the fittest person to rule the country the Resident allowed free scope to the objections urged by the Regent Ranee and permitted her to dismiss him with disgrace There was no doubt that the Rawul's re-instatement in office after late events was manifestly incompatible with the Regency of the Ranee mother, but there appeared no occasion for the surrender of his office but with honor A new administration was appointed by the Regent Ranee herself and consisted entirely of JoothA Ram's party Megh

Singh was at its head and under him Hookum Chund Jootha Ram s brother whilst the infamous Dewan Ummur Chund had charge of the revenue In these arrangements Lieutenant Colonel Raper observed that there was no prospect of future good but much risk of evil The new administration was sanctioned as an experimental measure liable to revision or modification should interference in the internal affairs of Jeypore be again forced on us In the meanwhile it was directed that the Political Agent should entirely withdraw from the interference now exercised With regard to Jootha Ram it was distinctly to be stated to the Ranee that the sentence of banishment passed against that corrupt and profligate individual could not be withdrawn

"The Ranee ascribed her release from the thraldom in which she had been held to her own violent acts and to her influence with the Resident and the British Government After our frequently and forcibly expressed determination to uphold the Rawul a feeling naturally got abroad not that we were anxious to leave the affairs of foreign governments to their own rulers but that the British Government was afraid of the power of Jeypore This caused an increase of pride and arrogance not only in the Court and amongst the members of the administration but even among the disorderly and turbulent population of the city

"The Regent Ranee finding herself uncontrolled gave bridle to her base desires Her female slave Roopa was invested with a Khillut and received the title of Raj Bundharin by which was understood that the entire and uncontrolled management of affairs was vested in her as in a Mookhtiar To secure her power, she openly murdered those who opposed it and did not even regard the sanctity of the palace so that she might strike terror into the minds of all inhabiting it The revenues of the country were squandered by her and her associates with reckless profligacy To meet the current necessary expenditure the next years income was forestalled whilst the tribute to the British Government was altogether neglected and the arrears soon rose to eight lakhs of rupees Under the Rawul s management the tribute had been regularly liquidated and he had paid into the Jeypore Treasury a lakh of rupees in excess of the disbursements All departments of the State clamoured for pay and the troops marched with their guns and took possession of the gates of the palace to enforce their demand

The Regent Ranee eagerly desired the return of Jootha Ram and

at one time had actually sent for him, but the Political Agent threatened that he would retire from the Court, in case a measure so opposed to the commands of Government were carried into effect. In his report on the subject, however, on leaving Jeypore, whilst expressing no hope of a favourable change in the feelings of the administration, he suggested that the restriction on Jootha Ram's return to Jeypore might, without inconvenience, be taken off, as he was still consulted on every important occasion and his advice taken, without his being burthened with any responsibility" (Brooke pp 25-27)

98 It was at this juncture on the 14th of July, 1825, that Ochterlony died. Thikana Counsel observes (W A p 286) 'The Agreement of June, 1818 has been misconstrued to refer to things outside its scope. Sir David Ochterlony had left *(sic)* in the end of 1825, but it is not explained why he did nothing under it for those seven years 1818-25, while he was on the spot as Political Agent *(sic)*. Seeing that Thikana Counsel after consulting the old Calcutta records himself comments more than once (W A pp 95 & 112) on the frequency with which Ochterlony is to be found referring to his Articles of Agreement, the assumption that he did nothing under it is unwarranted. As we have seen Ochterlony did his duty effectively until he was ordered to abstain from interference', and the consequent confusion that reigned in the State amply explains why the Articles of Agreement were not more fully implemented. In a letter of the 28th of November, 1822 we find Ochterlony writing to Captain Stewart "The Jaipur Darbar at this time is a scene of faction intrigue and mismanagement which forbids the hope of any benefit arising from their interference ... With these sentiments strongly impressed on my mind I conceive it a duty to request you will do everything in your power to obstruct the view of Jaipur and exert yourself to place Oonara as independent to them as can possibly be effected consistently with ancient usage (See Unjara report para 40). It is obvious that Ochterlony himself declined fully to enforce the conditions of his own Settlement in view of the certainty that any emphasis upon the infant Maharaja's prerogative would instantly lead to its abuse by those in power.

99 Mr now Sir Charles Metcalfe succeeded Ochterlony as Resident

in 1825, but the turmoil continued as before and was still to continue for another ten years In 1826 occurred the curious episode of a Parliament of Thakurs invited to discuss the propriety of returning the Maharanee as Regent (para 63 of Mr Wills printed report) It only succeeded in fanning the flames of hostility between Jhutharam with the Rani Regent, on the one side, and Rawal Bairisal, with the Political Agent, on the other Let Colonel Brooke continue 'Sir Charles visited Jeypore at this time He was at once impressed with the feeling that the assembly of Chiefs was wrong, because there was no law or custom in the State to deprive the Ranee mother of the Regency He considered that the congress was caused by us under an erroneous impression, produced by the representations of the Rawul, to which we gave too much credit, and that the belief that one general sentiment pervaded the Chiefs as to the propriety of removing the Regent Ranee was dissipated by the spectacle of two contending parties Sir Charles therefore had a second meeting of Chiefs but, to prevent interference or the appearance of interference on our part two Chiefs of either party were appointed to receive and record the votes given in their presence The majority in this instance in which only 50 voted, was in favour of the Ranee-mother, showing 28 for her, while only 22 were opposed to her continuance in power

'The adoption of the above course, of taking the votes of the Chiefs in the presence of the Regent Ranee's ministers necessitated a guarantee by the British Government being granted to all those Chiefs who had rendered themselves obnoxious by recording opinions against the Ranee on the occasion These guarantees became a source of irritation to the Jeypore Court, and of annoyance and inconvenience to the local Political Agent, who was bound to prevent acts unauthorized by custom on the part of the Court against the holders of them, whilst they, on the other hand, presumed on them and considered that the Political Agent should have interposed oftener than he did and even when the demands of the Court bore the impress of justice Attempts were early made by the Regent Ranee to break through the guarantees She ordered the attack of the country residence of the Thakoor of Lowan, in which many of his adherents were put to the sword, and a house in which a few had sought refuge was deliberately and barbarously surrounded with fuel and burnt, by which all who were inside perished A large village, belonging to the Jhellye Chief, was also plundered, but the Court, being called on to pay compensation to this Chief, was constrained to put a stop to further excesses of this nature

'The breach between the Rawal and Ranee-mother continued, and was still further widened by the Political Agent insisting on the presence of the Rawul and the other Chiefs inimical to the Ranee-mother, at the durbar in which the young Rajah was to make his first appearance, and the animosity became so strong that all hope of reconciliation became out of the question Jootha Ram had returned to the Capital soon after Captain Low's advent and with the sanction of Government, but he did not immediately resume his position at Court His assumption of power, however, was not long delayed nor were the disturbances which were certain to follow The army again mutinied and the town was almost in a state of siege with guns posted at each of the gates Jootha Ram, who dreaded the popular indignation took refuge in the interior of the palace in a room close to the entrance of the Zenanah The troops for a long time refused to be pacified and dispersed only on the payment to them of their arrears and the mediation by Captain Low This officer's health required at this time a visit to the hills and Mr George Clerk was appointed to officiate for him

One of the first acts of Mr Clerk was to communicate to the Ranee mother the orders of Government dated 25th April 1828 sanctioning the appointment of Jootha Ram as minister, which caused great rejoicing in the palace In the city and country generally the nomination was ascribed to a desire on the part of the British Government to annex the country, on account of the certain ensuing anarchy The Governor General in Council observed that the present ministry formed on the principle of excluding the Ranee's favourite is rapidly deteriorating the country, and there is the utmost difficulty experienced in realizing our tribute The abilities of Jootha Ram are not denied and there is some chance of their being exerted for our advantage and the public good We know that Jootha Ram in spite of our remonstrances, does practically exercise a powerful influence over the Rani's mind which under existing circumstances, he can have no motive to employ for other purposes than those of private cupidity and self aggrandizement He possesses substantially the power little short of prime minister, without the respectability and responsibility properly belonging to the office ' The change of policy which appears by the above extract and which was now adopted was occasioned by the arrival in Calcutta as Governor General, of Lord William Bentinck However correct and desirable in the abstract yet the change from the course by which our

policy had been previously guided was too sudden, and it was too hastily forced upon the country and carried out too generally, without due regard being had to local circumstances in each particular case or to the obligations entered into by previous Governors

All the remonstrances and serious admonitions constantly and persistently urged on the Court of Jeypore by previous Governors General regarding Jootha Ram and his party were cast aside and our character here as elsewhere suffered for want of consistency in the highest place and for the non-maintenance of solemn obligations which materially weakened our prestige and the hands of our local officers The Rajpoot Thakoors exhibited outwardly their usual supineness Jotharam had not been unmindful of the policy of conciliating as many of them as he could He had negociated the recall of nearly all the proscribed Chiefs and had given employment to many of them so that before three years had passed the Rawul himself was the only exception to those received into favour

Captain Low resumed charge of the office of Political Agent from Mr Clerk on the 1st December 1829 and having been nominated Resident at Gwalior the agency was transferred to the Superintendent of Ajmer the Hon'ble Mr Cavendish who holding it only for a few months was succeeded by Lieutenant Colonel Lockett in whom was created the appointment of Agent to the Governor General for the State of Rajpootana in A D 1832 at the time of the visit of the Governor General Lord William Bentinck to Ajmer From the time of the departure of Mr Cavendish to the re-constitution of the Agency in September 1838 the records are very defective in consequence of the frequent change of officer

As yet little reference has been made to Shekhawattee The three most powerful chiefs in that community in those days were Luchmun Singh Rao Rajah of Seekur Abhey Singh and after his death Bukhtawur Singh Rajah of Khetree and Sham Singh Thakoor of Bissao The first and last Chiefs were much mixed up with the intrigues at Jeypore, and were generally found on the side of the Ranee mother as were the mass of the Shekhawuts who had little to lose from the frowns of the Court whilst the more unprincipled the ministers the more likely were they to connive at the acts of plunder perpetrated and the arbitrary exactions levied by the Shekhawuts on unoffending traders The Jeypore Government was in the habit of taking a *chout* (fourth part) of such gains from those holding fortresses in Shekhawuttee

and was in consequence induced to screen the mode of life pursued by these marauding Chieftains The country from these causes became more and more disturbed, till it was deemed advisable to send an officer on a special mission, to report on the best mode of stopping these excesses Lieutenant-Colonel Lockett was the officer appointed to this duty, and in A D 1831 he made a tour through the country In consequence of his report, a Brigade of British Troops from Nusseerabad, with Artillery and Cavalry, was employed in Shekhawuttee, for the purpose of dismantling the numerous forts of the Chiefs in the country This duty was successfully accomplished

"The mismanagement at the Capital and the squandering of the resources of the State still continued In September 1831, the tribute to the British Government was twelve lakhs of rupees in arrears The disorganization of the State increased and many felt that nothing but evil could result to their country This gave rise to isolated attempts to rid the country of the cause of so much misrule, but they invariably ended in failure The most important of these attempts was the insurrection planned by Bijjey Singh Bhuttee who with seven others and amongst them the Khetree vakeel were executed The Maharajah though quite a boy, had constantly appeared in public was well attended and was of a promising disposition He had married and though very young his queen (the Chundrawutjee) had given birth to a son the present Maharaja Sawai Ram Singh, who was born in August or September 1832, and about the same time, the Ranee mother (Bhutteeaneejee) died

"All hopes for the future of the young Maharajah were, however soon blasted The same miscreant JoothA Ram who had so afflicted his country has the odious distinction of having accomplished the death of his young master to bring about another minority and to prolong his hold on power Though the actual murder was not witnessed (for who can penetrate the veil drawn over the deeds done behind the purdah?) yet the suddenness of the young Rajah's demise the haste and secrecy with which the funeral rites were performed and the quickness with which they were hurried over, left the full conviction on the mind of all though perhaps not susceptive of legal proof that Joothа Ram had actually committed the crime, with which he is to this day universally charged The young Maharajah Jey Singh died in the early part of A D 1835

On hearing the intelligence Colonel Alve Agent, Governor-General

Rajpootana, who was then in Shekhawattee, hastened to the Capital and at once adopted measures for ridding the city of the monster, whose return to Jeypore should never have been permitted The same parties were in power who had been in power previously Jootha Ram, the two slave girls Dewan Ummur Chund, Bukshee Moona Lall, the Muhunt, and Megh Singh Thakoor of Diggee, with several of the Shekhawut Chiefs, including Sham Singh of Bussao (who had murdered his uncle and his cousin, to lay violent hands on their patrimony), Hunwunt Singh of Munoharpore, and Chimmun Singh of Seewar, both bosom friends of Jootha Ram On the death of the young Maharajah Jey Singh the Chundrawutjee had become the Ranee mother, and *de facto* Regent of the State, and was as much opposed to the Rawul, and as much enamoured of the unprincipled faction led by Jootha Ram, as the Bhuttee meejee herself had been The Agent, Governor-General, insisted on the dismissal of Jootha Ram who was put under arrest in the fortress of Dowsa and on the expulsion from the city of Roopa Bundharin and her disreputable crew The Rawul was again placed in power, as sole manager, and arrangements were in progress for the future administration of the country

"The fruits of our former vacillating policy and hesitation were now about to appear, in a more daring form than had been before adopted by those opposed to our measures, and to culminate in the murder of an accomplished English gentleman, Mr Blake, of the Civil Service Assistant to the Agent, Governor-General, and in the wounding of the latter high functionary himself" (Brooke pp 28-34)

100 The murder of Blake, in the language of the historian, H H Wilson, marked the termination of the long-continued and mischievous policy of holding back from interference with the internal government of Jaipur' (*History of British India* III p 327) Thereafter the Government of India made their power really felt, and the country began at last, to experience some of that "perpetual repose and tranquillity" which Mr Prinsep had, in 1818, prematurely prophesied "must result from the introduction of our influence" (*Transactions* I p 379)

Part XIII—THE SADANI THAKURS' STATUS DURING THE LONG MINORITY

101 With the foregoing picture in our minds of the chaos that reigned in the Jaipur State between 1819 and 1835, it will be easy to understand the difficulties that beset any attempt to curtail the independence of the outlying territorial Thikanedars in accordance with the Settlement of 1818. The main factors in the situation were as follows: (1) Owing to the British policy of non-intervention, the chief authority in the State really rested with Jhutharam Sanghi—whom the British Political Officers thoroughly distrusted. The latter, therefore, declined to emphasize the prerogatives of the Darbar as this would have placed more power in the hands of Jhutharam. (2) The division of authority between the Paramount Power and the State, coupled with the interminable factions and intrigues at the Court itself, left the outlying Thikanedars free from all adequate control. Those on the side of the Maharani-Regent received protection from Jhutharam. Those who were opposed to her authority received guarantees from the British Government.

102 The subordination of the Sadani Thakurs to the Darbar well recognized throughout the 18th century but rejected in the Time of Trouble had been emphatically reasserted in 1818. But within twelve months of the Settlement, the very authority which had enforced its acceptance declined responsibility for bringing it into operation. The State's Ministers were left to implement the pledges the Maharaja had received and they were unable even if they were willing, to do so. If for example Bairisal, as we shall see in the Babai case, attempted to enforce the State's rights against Khetri the latter was sure of support from Jhutharam. If, on the other hand Jhutharam challenged Khetri's title in Babai the British Officers at once threw their weight into the opposite scale. In individual cases something could occasionally be effected. For example Khandela was resumed from Sikar in 1825 with British assistance. But any measure of control which was obnoxious to the whole body of outlying Thikanedars was utterly impracticable. In the matter of *rahdari* for instance, we have seen (para 86 above) how Tod could enforce the Mewar State's claim in the most important outlet of the country in spite of the local Chief's assertion that he had enjoyed the revenue from this source "during seven generations." In Shekhawati Jhutharam could attempt

nothing of this kind without offending the numerous Shekhawats under Thakur Shyamsingh of Bissau on whom as Lockett explains in his Journal he was largely dependent for military support Bunsal was equally helpless owing to the hostility of Jhutharam and Bunsal too after 1826 depended largely on Khetri's support which would have been withdrawn at once on any suggestion of enforcing the State's claim to *rahdari* Moreover the British Political Officers were themselves suspicious of any general assertion of the Maharaja's prerogative in view of the factions and intrigues at the State's headquarters

103 Precisely the same consideration we may be sure impeded the enforcement of service at the Capital due from these outlying Thikanedars under their *jagir* and *Bhaya sarishta* grants This regular service had prior to the Treaty of 1818 been discontinued for some 27 years If it was demanded from one of the Sadanis it would have had to be demanded from them all But no Minister could have had the courage thus to alienate his friends and inflame the hostility of his enemies merely in order to assert the personal prerogative of an infant Ruler The British Officials were prohibited from taking an active part in the administration and in any case, they were as we have said averse from any vigorous assertion of the infant Maharaja's rights because this involved placing more power in the hands of Jhutharam and his adherents The consequence of all this was that the Thakurs in the outlying portions of the State — and the Sadanis amongst them — rapidly reverted to the condition of independence which they had enjoyed in the Time of Trouble and the British Political Officers acquiesced in this state of affairs Finding that the Sadanis rendered no service, levied their own transit due and acted in complete independence of the Ministry, Ochterlony and his Political Agents began at an early period to regard them as belonging to a special category liable to little more than an assessment to which they applied the English term tribute' After Ochterlony's death in 1825 the very Articles of Agreement were rapidly forgotten, with the result that after 1830 the status of these "Feudatory Thakurs was altogether misinterpreted by the local Agents of the British Government

104 Col Lockett — who soon after became the first incumbent of the new post of Agent to the Governor-General for Rajputana —

was sent in 1831 to investigate the lawless condition that prevailed in Shekhawati He wrote a full journal descriptive of his tour and the following extract clearly indicates the character of the status that he assigned to the Sardar Thakurs "The expulsion of the Qaimkhanis from Jhunjhunu and Narhar is generally supposed to have occurred about the year 1735 I have since ascertained that it occurred in 1731 Such a period was well suited for lawless aggression, and, at this precise period, Sardulsingh of Udaipur seized on the two districts in question The renowned Jaisingh surnamed Sawai, was then Raja of Jaipur, and *Sardulsingh with a view to secure his forbearance and, perhaps, his support in time of necessity, offered to hold the conquered districts from him as a tributary The arrangement was approved*, and the lands were afterwards divided among the Chieftain's five sons and are now held by their descendants in coparcenary, *paying the stipulated tribute to the present day*" Lockett tells us that Bhopalsingh with the aid of his two "brothers", Nawalsingh and Kesarisingh later added Singhana to their other conquests" and that 'the tribute was fixed at the time and continues unaltered' He further appends a statement of the 'Tribute paid by the descendants of the five *(sic)* sons of Sardulsingh, called the Panchpana for the districts of Jhunjhunu Narhar and Singhana'

	Rs	Rs
Zorawarsingh's Pana	21,441 0 0	
Deduct *Minhai*	8,581 0 0	
		12,860 0 0
Kesarisingh's Pana	55,980 0 0	
Deduct *Minhai*	28,831 14 3	
		27,148 1 9
Nawalsingh's Pana	55,983 13 0	
Deduct *Minhai*	26,010 10 3	
		29,972 7 9
Kishansingh's Pana	79,782 12 0	
Deduct *Minhai*	40,640 12 0	
		39,142 0 0
Total amount of Tribute paid annually to the Jaipur Government by the four Panas or families of Sardulsingh		Rs 109,122 9 6

105 Here we have fully developed all the main features of that constitutional status with which Tod, whose *Annals* had meanwhile appeared in their final form, had dowered the Sadanis They appear as conquerors of the whole territory in their possession It is only by a *subsequent voluntary agreement* that Sardulsingh submits to hold the conquered districts from Maharaja Siwai Jaisingh as a tributary, and the tribute once fixed remains unaltered It did not, apparently, occur to Lockett to inquire what the *Minhai* deductions in his statement of the Tribute signified (the word *Minhai* simply means ' deductions ") or whether it was the gross or the net figure of ' tribute " that was " fixed at the time and continues unaltered ' He knew nothing of any obligation resting on the Sadani Thakurs for State service of any kind He knew nothing of the Darbar's claim to *rahdari* Though he had Prinsep's *Transactions* before him he knew nothing of Ochterlony's Settlement But he twice refers to the 'Confederated Shekhawatis , and he accepts Tod's estimate of their political position precisely as if the Settlement of 1818 had never intervened

106 His successor reported in a despatch of the 26th of July, 1835, that Lockett ' was watched throughout and it was impossible for him to call impartial witnesses Moreover he was sent to report not upon the land tenures and status of the Thikanedars but upon their own and their Shekhawat kinsmen's lawless propensities Nevertheless, having heard, as he did at Khetri, of Ochterlony's resumption of Babai, and having access, on the conclusion of his tour, to previous official correspondence, it should have been possible for him to check the information he was given He was content, however, as Tod was content, to record as correct, *ex parte* statements made to him by interested Thikanedars, thus giving them, by virtue of his position as Agent to the Governor-General, to which he succeeded in the following year, a full measure of official authority

107 One episode in Col Lockett's time is particularly illuminating We have seen in paragraph 80 above, that in 1830, when friction between Khetri and the Maharani-Regent became acute, the whole question of the former's status *vis-à-vis* the Jaipur Durbar was submitted for the orders of the Government of India Those orders, which are quoted in Appendix 5 to this report, declared Khetri to be an ' integral portion "

of the Jaipur Ruler's dominions, emphasized that "the Khetri Chief is subject to the authority of the Jaipur State" and specifically defined Khetri's status as that of a "Vassal or Feudatory" of his Lord Paramount" the Maharaja of Jaipur Eighteen months later Jhutharam in prosecution of his hostility to Rawal Bairisal and Khetri (which was now, like the Jaipur State itself, under a Minority) assembled a large body of troops at Jaipur which he proposed to march against them Col Lockett, therefore intervened on their behalf, and in his despatch of the 30th of April 1832, gives the following account of his discussion with Jhutharam regarding Khetri's position 'Finding Jhutharam so unalterably determined against Khetree, I found it necessary to advert to its relations with our own Government He flatly denied that the Khetri Raja had any claims on our Government or that we had anything to do with him We had to do with Kotpootlee he said because we gave it to him in jageer, but we had no right of any kind to interfere in the affairs of Khetri I asked him whether he had forgotten the Conditional Engagements in 1818, by which Engagements the Raja and his son Bakhtawur Singh, and his successors had become dependents of the British Government on the same footing on which they were before dependents on Jeypoor paying tribute etc He replied that this Engagement had never taken place although for some time under discussion owing to the disaffected conduct of Abhye Singh and his son, and that consequently the State remained exclusively under Jeypoor I admitted that such was the case, but that in consequence of that very Engagement having been entered into we were bound in honour to see that the State did not suffer any injury from the Raja having come forward to seek a separate connection with us

108 Now Lockett never refers to the orders of October 1830, in this letter of April 1832 — and contrary to the Government of India's official ruling that Khetri was an integral portion of the Jaipur dominions and under the authority of that State as a Vassal or Feudatory of the Lord Paramount he specifically refers to Khetri itself as a "State and even puts that description of Khetri into the mouth of Jhutharam It would appear that Col Lockett was so imbued with his own estimate of the status of the Sadarni Thakurs based upon Tod's Annals and confirmed by the misleading information he had gathered during his tour through

Shekhawati in 1831, that he failed to appreciate the fundamentally different definition of Khetri's status sanctioned by the Government of India only 18 months before.

109 Within a few years Tod's "federal theory had so far as the Political Officers of the Rajputana Agency were concerned, come in on a full tide On the 14th of January, 1839, Col Alves (Lockett's successor), in a letter the very brevity of which emphasizes the definition of his views, observed "The Seekur Government, like that of Khetree, acts independently of Jaipur and ought to be allowed to do so so far as we are concerned, always when it performs its obligations to Jeypoor and other States" On the 28th of August, 1840 Major Thoresby, the Political Agent at Jaipur, wrote 'The Shekhawati Chiefs are more of Tributaries than Feudatories of the Jeypore State to which they owe no kind of service and which would have little claim to interference in their affairs if they paid their quotas of tribute regularly and preserved peace and good order within their several jurisdictions 'The Governments", he adds in a later note, 'if that term may be applied to denote the management of his estate by a petty Chief possessed of two or three villages or shares in several villages, were formerly independent and absolute within themselves' In reply Col Sutherland, the Agent to the Governor-General, made, on the 30th of August 1840, a clear confession of his faith He defined "the position in which the Shekhawati Tributaries or Feudatories stand to their Paramount State of Jeypoor" 'It appears to me very probable", he wrote, "that Jeypoor stands towards these petty States in the very same position in which, as the paramount power in India, we stand towards Jeypore itself' Less than ten years had elapsed since the Government of India's orders of the 1st of October, 1830 Yet, in Colonel Sutherland's opinion, Khetri was no longer a Feudatory or Vassal of the Lord Paramount It was a State in subordinate alliance with a paramount State The word "paramount" had lost its feudal, in favour of a political, significance Khetri on this interpretation, was no more an integral portion of the Jaipur State than Jaipur itself was an integral portion of British India Thus, for many years before the Long Minority had ceased all recollection of Ochterlony's Settlement was lost, the fundamental principle underlying the Treaty of 1818 was disregarded by the Political Officers of the Rajputana

Agency, the Thikanas were held to have been "formerly independent and absolute within themselves" and were deemed to be now linked, as separate political units, to the Jaipur State by virtue of some sort of subordinate alliance or federal bond. This, and not Ochterlony's Settlement, was the heritage to which, as the consequence of two Minorities extending over 33 years, the young Maharaja Ramsingh succeeded when he came of age in 1851 A. D.

110. Oddly enough, the question of the old *Bhaya sanshta* deduction in Khetri's case came before Major Thoresby, the Political Agent, about 1843. We have already seen, in paragraph 71 above, how the original deduction of Rs. 12,000 under this head was raised to Rs. 18,000 by the complaisant Minister, Misr Sheonarayan, in 1812 A. D., at the Raja of Khetri's request. This increase — but not the original amount of deduction — was now challenged. Major Thoresby made no inquiry apparently, as to why the original amount was deducted or why the increase of Rs. 6,000 was allowed. Authority for the increase from the State's Ministers prior to the Treaty was produced, and the whole deduction of Rs. 18,000 was, therefore, allowed to continue — as it continues to the present day. It is significant that the very Officer who denied that these Shekhawat Thikanedars owed the State 'any kind of service" himself enforced the *Bhayan sanshta* deduction of Rs. 18,000 in Khetri's favour — a deduction which service alone could justify. Had Major Thoresby realized that this additional remission of Rs. 6,000 had been granted in 1812 A. D. wholly without consideration by a nominee of the Rohilla Amir Khan, and at a time when in Ochterlony's words the Maharaja "had no will of his own", he would not have passed the order we are now considering.

111. How completely the Settlement of 1818 was overlooked, was evident in 1841 when Colonel Sutherland, the Agent to the Governor-General was required to report specifically upon 'the relations in which the Feudatory and Tributary Chiefs of Rajputana originally stood towards their sovereign" and "upon the changes which have taken place in those relations through the introduction of our Paramount Power." Now, if ever a reference was needed to Ochterlony's Settlement — designed to place the Maharaja in the state which his ancestors had enjoyed, to enforce 'the ancient customs of the Raj and the prerogatives of the Maharaja' and to reduce the Nobles to

their proper relation of subordination to the Maharaja But he never mentioned it. Even some of the resumptions, deliberately effected in the early years of the Minority under the second of the Articles of Agreement, were about this time once more retroceded In 1825 as we have mentioned, the Khandela and Rewasa parganahs which had been khalsa from 1797, were finally withdrawn from Sikar who had gained possession of them in 1813 They were automatically under the agreement of 1818 restored to the Maharaja's khalsa, to be disposed of according to the will of the Darbar But in 1836 while the Minority Administration still continued these two parganahs were given back to the family which had lost them 40 years before This was a patent, though of course an inadvertent, breach of the Settlement of 1818 It was followed in 1839 by the grant of 11 more Khandela villages to Shyamsingh formerly of the Bilari Thikana (in Sikar) Again in 1844 we find the Babai parganah resumed in 1818 but left with the Raja of Khetri under an ordinary Ijara entered in the State Papers for the first time as an Ijara Istimrar Thus within 10 years of active British intervention in the management of the State two important resumptions in the Maharaja's favour which had resulted from the Treaty and Settlement of 1818 were permanently withdrawn from his control

112 Knowing as we do the strict integrity that inspired British Minority Administration in matters of this kind, we could want no stronger proof of the fact that the Settlement of 1818 had been forgotten Had the restoration of Babai and Khandela-Rewasa to the Maharaja's Khalsa been remembered as a part of Ochterlony's Settlement and as part of the *quid pro quo* for the Treaty of that year the British Government could never have consented during a Minority Administration to alienate such extensive areas to the Maharaja's disadvantage

Part XIV — AFTER 1851 A D

113 Maharaja Ramsingh then 19 years of age received his powers in 1851 Affairs at Khetri soon again required attention The Ranawatjee of Khetri had squandered the resources of the country The Jeypore tribute was in arrears There was a large debt due to bankers, whilst the country was misgoverned and in a state of disorganization The arrangements planned

by the Maharaja with the advice of Sir Henry Lawrence, were not carried out, however, till after the Mutiny of A D 1857, when the Jeypore troops not content with occupying Khetree, also laid siege to, and captured Kotpootlee" (Brooke, p 33) The old question of the distinction between Kotputli and Khetri proper was, therefore, raised once more, and the case was submitted to the Government of India The position of the Raja of Khetri, as a mere feudatory of Jaipur in respect of his Thikana, was again reaffirmed by the Supreme Government who observed that, regard being had to the long existing contumacy of Khetri, to the disobedience of the Ranawatji and to the arrears of tribute, the Jaipur Darbar was perfectly justified in employing measures of coercion, and that this conclusion was in full accord with Article VIII of the Treaty under which "*absolute* power is reserved to the Maharaja in respect of his territory and dependents among whom Khetri must, no doubt, be counted'

114 This reaffirmation of the orders of 1830 by the Government of India in 1859 had, however, no effect apparently, upon the outlook of the local Political Officers In 1868 Col Brooke's *Political History of the State of Jeypore* was published by Authority" and he gives the following remarkable account of Khetri 'The small State of Khetree had been early connected with us In A D 1803 its Chief, Abhey Singh, had joined Lord Lake, and a convention had been concluded with Khetree, as a substantive and independent power, by which, in case of any disagreement between the British Government and Jeypore, Khetree was bound to side with the British Government For his services to the British Government Lord Lake granted the Raja of Khetree the small pergunnah of Kotpootlee, yielding about Rs 90000 yearly After the abrogation of the first treaty with Jeypore Khetri still continued under the protection of the British Government, but on the conclusion of the second treaty in A D 1818 Sir Charles Metcalfe was of opinion that it suspended the convention made with Khetree (except so far as Kotpootlee was concerned for which Khetree owed fealty to us) When the question again arose on the discovery of the complicity of the Khetree Vakil in a conspiracy for which he was blown away from a gun, the Governor-General declined to interfere (Secretary to Government to Mr Hawkins dated 1st of October 1830) The reference concludes with an extract from the Government of India's orders of 1830 (Brooke p 32-33)

115 Colonel Brooke in this summary account antedated the Conditional Engagement of 1818 by 15 years calling it a convention concluded by Lord Lake with Khetri as a substantive and independent power and maintained that this convention held good from 1803 to 1818 until suspended on the conclusion of the second British Treaty with Jaipur But what is more surprising is that with the orders of 1830 from the Government of India before him from which he quotes an extract and which specifically describe Khetri as a vassal or feudatory Chiefship forming an integral portion of the Jaipur dominions Col Brooke could still call Khetri a small State and could refer to Raja Bakhtawarsingh (he meant Abhaisingh) as having ruled in Khetree in 1818 A D when the Jaipur treaty was concluded

116 His misreading of local history was applied by Colonel Brooke in more general manner when he came to draw a classification of the Thikanas of the Jaipur State He turned for guidance as every one turned to Tod's *Annals* and in his second category included Allodial Estates conquered by the ancestors of the owner or possessed by them anterior to the conquest of the country by the reigning family or not granted by the State or who have voluntarily sought the protection of Jaipur This class include the Shekhawats generally with Seekur Khetree Oonnara etc (Brooke pp 10 11) The point of this classification lay in the epithet allodial Tod himself never applied it to the Thikanas of Jaipur Brooke seems to have borrowed it from Tod's dissertation on the Feudal System in Rajputana (Vol I p 196 fn), where it is explained that lands of this class were exterior and interior to the monarchy and were held by freemen not the King's Vassals In other words Brooke once more in this definition rejected the orders of the Government of India in 1830 and 1859 which had declared Khetri to be a Vassal or Feudatory of his Lord Paramount the Raja of Jeypore Moreover as we have clearly shown in the earlier part of this report Khetri was neither conquered by the Raja's ancestors nor possessed by them anterior to the conquest of the country by the reigning family Nor did Khetri voluntarily seek the protection of Jaipur All the Sikar Thikanas were unquestionably created by a series of grants from the Jaipur State, first of Jhunjhunu then of Narhar and finally, of Singhana There is not therefore the slightest historical justification for Col Brooke's classification which was also in apparent conflict with the Government of India's orders of 1830 and 1859 Nevertheless that classification was accepted

in the Review for 1865-66 and 1866-67 of the Administration Reports for Rajputana issued by the Agent to the Governor-General It was just about this time that a regular Police force and regular Criminal and Civil Courts were established by the Jaipur Darbar for its Mofussil areas In view of the exaggerated estimate, then prevalent, as to the status of Sikar, Khetri and Uniara, these Thikanas were actually excluded from the jurisdiction of the State Police and judicial Courts — an arrangement which has done much to weaken the political integrity of the State and the prerogative of the Maharaja

117 Sir Alfred Lyall propounded in 1879 an entirely new hypothesis to explain the growth and status of the Thikanas of Shekhawati He antedated the Shekhawats' occupation of the tract beyond the Aravali Hills by about 200 years, and described them in his *Asiatic Studies* (First Series, p 253) as, except, " the descendants of a son of an ancient Chief, who went forth and conquered this tract on his own score and private venture In the Rajputana Gazetteer which he edited, he speaks of them as a 'clan fraternity who hold their lands not originally by grant from the sovereign or upon a feudal system but by right of kinship with, and descent from, the original stock or stocks which first conquered and settled as a dominant clan in the country (Gazetteer II p 141) But, in *spite of his rejection of the earlier allodial and feudal hypotheses, Sir Alfred Lyall's* classification of landholding tenures in Jaipur was taken (with some slight altera- tion) from Col Brooke's Political History of Jaipur ', and again we find in the second category, 'Estates, either conquered or possessed by the ancestors *of the* present holders prior to the conquest of Jaipur by the reigning *family* including such Chiefships as Sikar, Khetri Uniara and others The … a tribute to the Jaipur Darbar of about one-fourth of their estimated reven… (*Gazetteer* II p 141)

118 After the publication of the Rajputana Gazetteer the term … was, so far as we can learn no longer applied by Political Officers … Thikanas of Jaipur They have been content to describe them as … paying Chiefships But the Thikanedars are now apparently … as being as Lyall expressed it (*Rajputana Gazetteer* I pp 59 … coparceners with the Rulers in their right to dominion over the … to the fruits of it In other words by virtue of a suppos…

in original clan conquest of the country, they are treated as sharing also in the sovereign rights of the Maharaja In conformity with this opinion Khetri has now been established as a Raj within the Raj The Thikana has its own Contingent Force its own Police and its own Criminal and Civil Courts, full mineral rights were as we shall see conceded to it in 1891, while full Customs rights were also admitted in its favour during the recent Minority In short Khetri enjoys every element of sovereignty which appertains to His Highness the Maharaja of Jaipur himself The lesser Sadani Thakurs emulate their leader but they do not maintain their own Police or Courts or Contingent Force their right to major minerals has not been admitted by the State and there are on paper certain restriction upon their levies upon trade

119 How far are these developments justified by the history of the Jaipur State and of the Sadani Thakurs? In our considered opinion no vestige of sovereign rights had accrued to these Sadani landholders prior to the Time of Trouble In 1791 Maharaja Pratapsingh's Minister could still write to the State's Mutsaddi (Official) in charge of Shekhawati Baghsingh Shekhawat and others make deductions for *rozina* (daily allowance) and *patta* (service grants) *from their Ijara assessment* Put a stop to this in the case of all of them (App N) The recollection of their leasehold tenure was thus still vividly retained during the reign of Maharaja Pratapsingh The first assumption of an independent political jurisdiction by the Sadani Thakurs occurred during the 20 years that preceded the Treaty of 1818 by which year Mr Metcalfe could describe Khetri as an independent ruler in his own territory The Settlement of 1818 A D however formally and deliberately restored the ancient customs of the Raj and the prerogatives of the Maharaja and must therefore be held to have withdrawn all that element of sovereignty in the status of the Sadani Thikaneds which they had succeeded in usurping in the Time of Trouble But the early local British officers were ignorant of local history and even if they had had access to the old State papers would hardly have been able to appreciate their significance During the succeeding Long Minority, therefore the Political Officer of the Rajputana Agency misled by Tod's erroneous history by the pretensions of the Thikanas themselves and by their persistent misrepresentation of their early history ascribed to the Sadani Thakurs an

element of sovereignty which Lyall again, on the basis of a mistaken hypothesis as to their origin, confirmed in their favour in his Gazetteer of 1879. But these misapprehensions cannot, in our opinion, impair the sovereignty of the Ruler of the State. *Nullum tempus occurrit regi.* The Maharaja and his heirs and successors were declared absolute rulers of their territory and their dependents according to long established usage by the Treaty of 1818 — and long established usage in 1818 gave no vestige of sovereign right to any of the Sadarni Thakurs as we have conclusively demonstrated. These Thakurs in the 18th century were at most "feudatories" of the Maharaja of Jaipur, holding their Estates under a *grant* from the Maharaja to which a liability for service and assessment was attached.

120. Our access to official papers of the Government of India has been extremely limited, but so far as we can learn on only two occasions since the Treaty of 1818 has the tenure of the Raja of Khetri been the subject of an official pronouncement by the Supreme Government. On both occasions the language used has been such as definitely to exclude the idea that any sovereign right attached to the holder of this subordinate Estate. In 1830 Khetri was declared to be an integral portion of the Jaipur State and the Raja was described as a vassal or feudatory. Again in 1859 he was described as a feudatory and explicit reference was made to the Treaty of 1818 and to the *absolute* rulership of the Maharaja. We therefore, conclude without hesitation that the Thakurs of Panchpana-Singhana have no claim whatsoever to any sovereign or semi-sovereign *rights*. They may by delegation from the absolute ruler of the State exercise certain sovereign *powers* but they have no inherent claim whatsoever to any separate political jurisdiction.

PART XV — REVISION OF REVENUE

121. We have now completed our survey of the tenure history of the Sadarni Thakurs. We have three issues to consider which have been framed for us in paragraph 3 of Jaipur Gazette Notification No. 17164 dated the 17th of November, 1933. The first of these issues will be dealt with in the present section. It runs as follows:—"Whether the Revenue payments of these Thikanas are permanently fixed or are in view of the facts and circumstances disclosed by Mr. Wills' report, liable to revision and if they

are liable to revision what revision would now be justified

122 The present payments of the Sadanis have for a hundred years been subject to none but trifling alterations The fixity of their payments has never been formally admitted by the State nor has it been formally promulgated in any official pronouncement by the Government of India It is a matter of usage and this usage since the termination of the Long Minority in 1851 has never so far as we can learn been questioned by the State The Thikanedars payments have now therefore acquired conventional stability in a high degree Are we justified in suggesting any modification of the present long standing practice We have given this difficult question our most careful consideration and we conclude that a compromise is necessary We accordingly recommend —

I that the State should *for the future* formally endorse the principle of a permanently fixed net assessment or *mamla* for the Thikanedars of Singhana Panchpana in deference to the practice of the past but

II that one final revision of the present net payment should be made in deference to the indubitable claims upon the regular service of these Thikanedars which His Highness formerly enjoyed and for which the Thikanedars are still being remunerated by substantial deductions from their annual assessment

123 The considerations which have led us to this conclusion are the following In the first place the origin of these Thikanas cannot be altogether ignored They were all creations of the Jaipur Maharaja Yet they have in defiance of this fact propounded a story which has consistently for a hundred years sought to exaggerate their original status and to belittle their connection with the State This attitude has been exhibited so strongly during the course of the present inquiry that we think it would seriously impair the authority of the Jaipur Darbar if it were altogether ignored and a settlement reached which enabled them to retain in the matter of their Mamla assessment the full fruits of their misrepresentation in the past

124 Secondly, we cannot altogether disregard Ochterlony's Settlement of 1818 This Settlement was formally sanctioned by the Government of

India and was part of the concession offered by that Government to Maharaja Jagatsingh for his acceptance of the British paramountcy This was, as the British Government stated at the time, a fundamental settlement of the relations which were, for the future, to subsist between the Maharaja and his Thakurs, and it was a direct corollary to Article 8 of the Treaty of April, 1818, which still, in form, binds the Jaipur State to the British Government A charter of this character should not, in our opinion, be altogether disregarded, even though it has inadvertently been overlooked for a hundred years We do not suggest that it should be treated as operative now, but we definitely hold that something should be done to revive, in some measure, that relation of subordination to the Maharaja which it was the essential purpose of the Settlement to create This object will be gained by the compromise we have in view

125 Thirdly, the State in the person of its Maharaja cannot in fairness be held guilty of any contributory negligence, or of any act or omission condoning the disregard of the Settlement of 1818 That disregard was due *(a)* to the Government of India's policy of non-intervention during the first half of the long Minority period (1819-1835) *(b)* to the failure of the Officers of the Political Department of the Government of India to retain any recollection of the Settlement when they took a direct and active part in the State's administration during the second half of the long Minority (1835-1851), *(c)* to the unfortunate influence of Tod's Annals of Amber in which rejecting the lawful claims of the State to the service and allegiance of the Sardari Thakurs, he justified their rebellious disregard of their customary duty to the Maharaja and *(d)* in a less degree to the omission of the Articles of Agreement from Sir Charles Aitchison's Official Compilation of the Treaties and Engagements binding upon the Maharaja and his Thakurs

126 Fourthly, we consider it essential to the future political and administrative cohesion of the Jaipur State that some specific action should be taken as a result of the exhaustive inquiry made by this Committee to emphasize the essentially feudal subordination of the Thakurs of Shekhawati to His Highness the Maharaja of Jaipur This can be most suitably and effectively accomplished by imposing upon them a certain enhancement of their Mamla, by way of commutation for the service that they formerly rendered

This service is still logically due from them in view of their enjoyment of deductions on that account By withdrawing those deductions and adding an equivalent amount to their assessment, as we propose, a practical reminder will be given them of their former liability to service and of their continuing subordination to the Ruler of the State, to whom, at present, they wish to offer no more respect than is due to one who is *primus inter pares* We feel very strongly that some such specific measure of amend is due to His Highness the Maharaja of Jaipur for the curtailment of his prerogative due to inadvertence in the past and this can be provided by a breach with the usage of the past, coupled with a formal pledge to accept that usage in the future

127 Regular service at the Capital was not in the case of the Sadani Thakurs a specific condition of their tenure of the land. They held their land as permanent Ijaredars But their liability to regular service was made explicit by substantial annual deductions from their Ijara assessments, of which the detail has been exhibited in paragraph 60 above The system of regular service was well recognized This obligation was specifically revived by the Articles of Agreement in 1818, but the service could not be exacted during the confusion that prevailed in the non-intervention period of the Long Minority, and the obligation to perform it was altogether overlooked in the later years of the Long Minority. The Sadanis have thus, for more than 100 years continued to enjoy large deductions from their annual assessments, totalling as much as Rs 94,500 *per annum*, which are wholly " without consideration " We have proved conclusively that these deductions were for service to the State; and the Thakurs, though they now make bold to *deny that this was so are unable to suggest any other valid justification* for these cash concessions Our purpose is not to bring money to the State, but merely to effect a settlement which will impress upon the Sadanis the essential relation of service and subordination which binds them to the Maharaja and which will restore their sense of his prerogative. We would, therefore, take no account of the annual deductions, totalling Rs. 50,000, for *jagir* grants in the assessment of the Singhana parganah, which have long been lost sight of. We would confine ourselves to the withdrawal of the *Baryan sarishta* deductions of Rs 44,500 only, which still form an integral part of the calculation on which the present Panchpana assessment rests.

128 The withdrawal of the present deductions under *bhayan sarishta* will have the following effect upon the Revenue assessment of the Sadanis.—

	Name of Pana	Present net assessment	Proposed net assessment	Coinage
Kishansingh	Abhaisingh (Khetri)	31,257	44,000	Jharshahi
	Paharsingh (Badangarh etc)	6,825	7,000	Madhopuri
Kesrisingh	Shyamsingh (Bissau etc)	17,663	25,000	Madhopuri
	Sheopsingh (Dundlod)	6,585	9,000	Madhopuri
Nawalsingh	Narsinghdas (Nawalgarh etc)	20,854	27,000	Madhopuri
	Naharsingh (Jakhora etc)	8,976	12,500	Madhopuri
Zorawarsingh	Zorawarsingh (Malsisar etc)	13,329	15,000	Madhopuri
	Total	1,05,489	1,39,500	Jharshahi and Madhopuri

These are small increases in relation to the assets and income of the properties concerned The total increase is only Rs 34,011 as compared with Rs 94,500, the total original annual deduction for service, of which the Sadanis have so long enjoyed the benefit The full details of each calculation are given in Appendix U, while the actual effect of this revision on each Thikana is exhibited in Appendix V The assessment of the main Panas is given in each case as a round figure Our purpose is to indicate that the new assessment constitutes a permanent settlement for the future No actual enhancement, but a rounding of the assessment, is proposed for Paharsingh's Pana, as no deduction on account of former service is now recorded in the State papers in these Thikanas, though there is an annual remission of

Rs 1,340 "on account of poverty" (P S 336) The above statement summarizes our finding on the first of the three issues placed before us

PART XVI — MINERAL RIGHTS

129 The second of the issues for our consideration is the following —
'Whether His Highness the Maharaja Sahib Bahadur should, or should not, assert his sovereign right to the minerals found within the limits of these Thikanas' — in the present case the Thikanas of Panchpana-Singhana

130 In the matter of mineral rights the position of the Raja of Khetri is to be distinguished from that of the other Panchpana-Singhana Sardars There are important copper mines in this Thikana A mint for copper coinage existed at Singhana in the time of the Ain-i-Akbari (1594 A D), and there is reliable evidence to show that Khetri held a lease of the local mint in the 18th century We have two documents of 1783 A D (P S 323 and 324) in which the State directs Baghsingh and others of Khetri to pay, out of their receipts from the local mint and transit dues two sums of Rs 800 and Rs 15 monthly, as salaries to State employees in an outpost (*thana*) at Singhana, and to take credit for their expenditure on this account against their Ijara assessment Thikana Counsel (W A pp 253-4) goes into an elaborate discussion of these documents with a view, apparently, to show, here as elsewhere, that the natural interpretation to be put upon them is not the correct interpretation We hold, however, without hesitation that in 1783 A D Khetri enjoyed the privilege of minting copper coin by virtue of an Ijara from the Jaipur State

131 No reference is made to mineral rights in the Articles of Agreement of 1818 — presumably because Tod's Qaulnama was also silent on this point Our next source of information is a contribution to the Asiatic Society of Bengal by Col Brooke in 1864 A D in which he describes "The Mines of Khetri in Rajputana" at considerable length It is apparent from this paper that the copper produced in, and around, Khetri was mainly, if not exclusively, used for minting coin, of which the Raja took about one-fourth as his share He also took one-fifth of the small quantities of

"sulphuret of cobalt", found between the layers of copper ore, and one-sixth of the alum and sulphate of copper which were locally prepared.

132. In 1869 the minting of copper coin was prohibited by the British Government; and from 1872 the mines in Khetri closed down and have, so far we can learn, never since been regularly worked (See Rajputana Gazetteer II. p 160 and Imperial Gazetteer XXII. p 435) In 1891, however, the Raja of Khetri proposed to give a mining lease in Khetri and Babai to a Calcutta Syndicate. The matter came before the Resident owing to an objection by the State to the inclusion of Babai in the lease No objection was taken by the State to the proposed lease in respect of the Khetri Thikana itself. This admission of Khetri's mineral rights in its main area is, in our opinion, still binding on the State At the same time we feel that the Maharaja's claims were too readily surrendered on this occasion. All that the Khetri Raja originally possessed was an Ijara for the minting of copper coin; and there is no reason to suppose that there were any other substantial mineral rights of commercial value in existence prior to the British period Khetri, therefore, has been fortunate to secure, on such a slender basis, a general right to all the minerals of every kind that may, now or hereafter, be won from any part of the large and scattered area comprised in his Thikana In view of this consideration we have proposed, in our report on the Babai pargana, that the Khetri Raja be invited, on attaining his majority, to surrender his right to "major" minerals in Khetri in return for a title-deed granting him a permanent land-tenure in Babai (See Babai report, paragraph 55)

133 The Raja of Khetri has obtained mineral rights in that Thikana by virtue of an admission by the State in his favour No such admission exists in regard to the other Panchpana-Singhana Thikanas In these, therefore, the ordinary rule must apply Mineral rights are the sovereign prerogative of the Maharaja — and the history of these Thikanas shows that they have no shadow of a claim to share in that prerogative Sir Alfred Lyall declared the Shekhawati Thikanedars to be "coparceners with the Rulers in their right to *dominion* over the soil and to the fruits of it" But this interpretation of their fundamental rights has never been accepted

by the State and is based upon an entirely erroneous view of their origin Lyall believed these Thikanas to have been originally occupied by the Shekhawats by clan conquest — whereas in fact as we now know the progenitor of the Sadanis began as nothing more than a mere Ijaredar in Jhunjhunu This simple fact at once disposes of the Sadanis claim to sovereign rights of any kind and must automatically result in all residuary rights vesting in the Maharaja By residuary rights we mean all those privileges which have not been specifically delegated to or bestowed upon some lower authority In the case of the Sadani Thakurs other than Khetri no evidence of such delegation or bestowal of mineral rights has been produced before us We therefore definitely hold that those rights exclusively appertain to the prerogative of the Ruler

134 There is however one reservation in the Thikanas favour which we would recommend By State Council Resolution No 5 dated the 19th of October 1926 a distinction has been drawn between Minerals under Mining rights and Minerals under Quarrying rights The latter comprise all minor minerals such as building stone limestone sand slate pottery clay and the like — those ordinary products not normally of great commercial value which the inhabitant of any locality are prone to utilize for domestic or occupational purposes We would recommend that the quarrying rights for such minor minerals be allowed to the Thikanas as an act of grace in view of the fact that their prolonged enjoyment of them has created a prescriptive claim in their favour Each Thikanedar should enjoy the right even of leasing the minor minerals found within his estate subject to the condition that he limits the lease at each contract to a period which shall not except with the approval of the State exceed twelve months This proviso will be needed to enable the State to exercise after due notice its inherent right to the use free of charge of any quarry for a public purpose For all mineral other than those classed as minor minerals the existing principle which asserts the Maharaja s full sovereign right to their use and enjoyment should be emphatically asserted and maintained We may add that we have no reason to suppose that this assertion will prove of great practical importance On a reference to the State Geologist for information regarding minerals in Panchpana Singhana he reports — Samples of Mica have been obtained from this area but they are of very inferior quality I have no further information

regarding its mineral resources The only important deposits seem to lie in Khetri and Babai where the copper ores form a belt about 15 miles long, striking from North to South and demarcated by ancient workings which are almost continuous from Babai to Singhana Unified State control of this belt will, economically, be an obvious desideratum

Part XVII—RAHDARI AND CUSTOMS RIGHTS

135 We would open our discussion of the respective claims of the State and the Thikanedars of Panchpana-Singhana to the levy of taxes on trade, by drawing a clear distinction between 'Customs properly so called and *Mapa Rahdari,* or sale and transit dues The former is, in modern times, for all practical purposes, a levy on goods passing from one political jurisdiction to another It is essentially a sovereign tax The Thikanedars of Panchpana-Singhana enjoy no sovereign rights, except in so far as such rights may have been delegated to them by the Maharaja of Jaipur They, therefore, have no customs rights unless such rights have been conferred on them by the State On the other hand *Mapa rahdari,* or sale and transit dues, constituted a customary local levy on trade This levy was imposed by local landholders from very early times was widely prevalent in Mogul India and was well recognised in Panchpana-Singhana when that tract came under the control of Maharaja Sawai Jaisingh

136 It may be asserted with confidence that a Customs System in the modern sense, only developed in Jaipur after the advent of the railway It was, therefor gradually introduced after 1870 A D But the State was not permitted to extend its Customs Cordon into Shekhawati Accordingly, *in Panchpana-Singhana the old Mapa Rahdari* system continued until the Jaipur State railway was constructed between 1916 and 1924 Thereafter these outlying Thikanas began to develop a Customs system of their own, but for this development they had with the exception of Khetri, no authority from the State and the State has steadily refused, with one exception to recognise the Customs rights of any Thikanedar

137 In 1924 the Superintendent of Khetri took objection to the levy by the State of "transit dues on goods passing from foreign territory

through the Jaipur State into Khetri. Jaipur was then under a Minority Administration, and the State authorities in deference to Khetri's protest passed a Resolution on the 7th of July 1925 exempting all the Thikanas in Shekhawati from transit duties on goods imported into Shekhawati through the Jaipur State by road or rail provided bulk was not broken in "Jaipur territory". It would seem that the Minority Administration did not fully appreciate the implications of their order. Prior to the passing of this Resolution all that Khetri and the other Shekhawati Thikanas enjoyed was the negative privilege of being excluded from the operation of the State's Customs system. They were now given the positive right to pierce the State's Customs Cordon provided bulk was not broken in Jaipur outside Shekhawati. In other words prior to the Resolution the State asserted in some measure its Customs rights in Shekhawati by taxing imports to that tract but the Resolution of 1925 waived the State's rights in this respect and conferred on Khetri and the other Shekhawati Thikanas what practically amounted to a separate Customs jurisdiction. This was an innovation of such fundamental importance that it should, we venture to think, have been referred, under standing orders, for the sanction of the Government of India. But this was not done.

138. In the course of the discussion which preceded the Resolution above mentioned the President of the Minority Cabinet in his note of the 25th of March 1925 observed "The Raj has recognized the right of Shekhawati Thikanas to levy their own Customs duties. In fact the whole tract has been treated as *ilaqa gair* Prior to the opening of the railway the State Customs barrier lay across the line of communication between Shekhawati and foreign territory on the south. Goods therefore, in transit to Shekhawati from such foreign territory, presumably paid import duty on imports from Jaipur territory into Shekhawati. Goods imported into Shekhawati from the north and west paid no State duty. In other words the duty charged was a transit duty. It is clearly impossible for Customs purposes to treat Shekhawati as part of the Jaipur State as no Raj Customs posts can be established on the eastern, western and northern frontiers. The logical conclusion is that it must be treated throughout as foreign territory."

139. As a result of this emphatic expression of opinion proposals were

shortly afterwards put forward for a full-blown Customs tariff for Khetri, and this received the sanction of the Minority Council on the 5th of May, 1926 This again was in our opinion a radical innovation which should under standing orders, have been submitted for the previous approval of the Government of India, but no such previous approval was solicited

140 Khetri's success was the signal for a similar move on the part of the Panchpana-Singhana Thakurs other than Khetri Meanwhile protests were received from the mercantile interest an investigation by the State Customs Department was ordered and a full report was submitted in 1928 A new President was now in charge who realized the dangers of the situation He wrote on the 21st of May 1930 It appears to have been only a more or less fortuitous series of delays that prevented the Panchpana Sardars from carrying the position by storm Subsequently the Council — thanks to the activities of an agency which it is not necessary to specify — arrived at the conclusion that the Panchpana Sardars did not possess the Customs rights to which they laid claim. From enquiries made by the State Customs authorities it appears that according to past practice all that they possessed in this respect was a kind of seignorial right to levy so much per maund or head load or camel load on goods entering or leaving their domain As opposed to this toll the right to levy Customs duty properly so called is a sovereign right appertaining to the Darbar and to no lower authority As regards Khetri it is I think to be regretted that the proposal of the Superintendent to introduce a revised Customs tariff has been accepted by the Council It appears however from the original proposal put forward by the Superintendent that the object was better organization rather than increased return This may be of use if the question of buying out Khetri's rights on an agreement eventually matures

141 As a result of the new President's intervention a Resolution was passed on the 11th of June 1930 directing that the Panchpana-Singhana Thakurs be informed that in the absence of clear evidence in support of their claim the State cannot recognize their right to levy [illegible] charges higher than those which are shown to have been in force up to 1921 A D This decision was perfectly correct so far as it went. It maintained the principle

that Customs rights are a sovereign prerogative, and declared that the Thikanas had no more than a claim to the old customary levy of *Mapa Rahdari* But nothing was done in regard to the Resolution of the 7th of July, 1925, which authorized the Thakurs of Panchpana-Singhana to pierce the State's Customs Cordon, provided bulk was not broken in "Jaipur territory" The result has been that, in spite of the orders of 1930, these Thakurs have been able to levy duties on trade which are, for all practical purposes, Customs duties, and thus to secure, we believe a very considerable inflation of their income from this source

142 In our opinion when the question arises of giving compensation to these Thikanas for the stoppage of their levies on trade, which will be necessitated by the extension of the State's Customs Cordon to the State's own boundary there will be no real obligation upon His Highness to compensate the Thikanas on the basis of an income which has been inflated by concessions given, during a Minority period, without adequate official authority We, therefore recommend that, in the case of the Panchpana-Singhana Thikanas, the State's Customs Cordon be extended so as to include them, and that the Thakurs be offered compensation on the basis of the income from taxes on trade which they enjoyed up to 1924 A D

143 A similar solution will be appropriate for Khetri There, however, a double error occurred during the recent Minority The Resolution of the 7th of July, 1925, authorized the Thikana to pierce the State's Customs Cordon, while the Resolution of the 5th of May, 1926, authorized the introduction of a regular Thikana Customs Tariff Both these orders were *ultra vires* In fairness to the State, therefore, compensation should not be given on the basis of the greatly inflated income which has, since 1925, accrued to the Thikana by way of Customs revenue That such inflation was his purpose was emphatically denied by the Superintendent of Khetri at the time when the new Tariff was proposed, as the Minority President pointed out in 1930 We have, therefore, no hesitation in recommending that compensation be paid to Khetri for the resumption of its present Customs rights, not on the basis of present receipts from that source but on the basis of the figures which were presented to the State

for St 1981 (1924-25 A D) The State was led to understand by the Superintendent of Khetri, in his letter of the 28th of March, 1926, that the income expected under the new system would actually be *less* than the income under the old system As the authority for introducing the new system is open to question, we do not think that the State should be penalized by the large inflation of receipts from 'Customs" which has since accrued to the Thikana, contrary to what the State was led to expect at the time when the Tariff was approved

Part XVIII – SUMMARY

144 The main issue in this Inquiry is of a fundamental kind The Sadani Thakurs, though claiming to have always been loyal to the person of the Jaipur Darbar', do nothing less than challenge the sovereign rights of the Maharaja Those sovereign rights rest upon the authority which Sawai Jaisingh imposed upon their country 200 years ago His was then the dominating power in and around Jaipur, and it was his strong hand that extended, in days when might was right the limits of the State which now bears his name "The country was full of robber bands against whom the Empire afforded no protection, and a village which wanted only safety might reasonably offer to pay the King's share of the produce to anyone who would undertake the Kings paramount duty" (Moreland p 172), and it was from this primary political necessity that the Ijaras and the sovereignty of Maharaja Sawai Jaisingh in Jhunjhunu Narhar and Singhana really took their source For the discharge of his paramount duty of protection in this tract beyond the Aravali hills, Sawai Jaisingh employed the services of his subordinates and their descendants who owe their position at the present day to that employment have not scrupled in their eagerness to evade the limitations of a legitimate allegiance to belittle the achievement of the founder of their fortunes They claim that their ancestors were sovereign Chiefs and that the Maharaja in the 18th century did no more than buy and sell for profit the contract for the collection of their tribute to the Great Mogul We have had no difficulty in exposing the falseness of these ungenerous pretensions, but we feel that such a self-interested inversion of local history, and one so derogatory to the greatest name in Jaipur history is hardly consistent with the Sardars professed devotion to the Ruling House

145 We have traced in considerable detail, the fortunes of the Panchpana Singhana Sadhanis since the first establishment of Sadulsingh at Jhunjhunu as a simple Ijaredar in 1730 A D (Sambat 1787) We have seen how that original Ijara was subsequently extended to the parganahs of Narhar and Singhana and how it gradually assumed the character of a permanent heritable and partible superior landholding tenure We then noticed how the hereditary holders of this permanent land tenure began to be burdened as was to be expected in a Rajput State with a reciprocal obligation for regular service to the Jaipur Durbar They became Jagirdars of the State and were deemed liable to all the incidents of service incumbent upon those included in that category The normal Jagirdar rendered service in proportion to an assumed valuation of the specific property included in his *jagir* The Sadanis and other Thikanedars of similar origin rendered service in proportion to the specific amount deducted in cash each year from their Ijara assessment This was their customary feudal status in the 18th century They were Jagirdars and at the same time Istimrar Mustaguzars or perpetual leaseholders with conventional gross assessments and with equally conventional deductions for regular service While the State was strong this liability to service — both extraordinary service in times of war and the regular duty of attendance at the Capital in times of peace — was *rigidly* enforced

146 Then came the Time of Trouble The State in its weakness claimed that if the service (which it could not enforce) was not rendered by the Thikanas then at least the latter should not claim deductions given in remuneration for that service The Thikanas soon rejected such a compromise They refused to serve the State save of their own accord on special emergencies and on a cash remuneration proportioned to the period of service At the same time they refused to contribute more than the old net assessments arrived at after deducting the regular service allowances The State was powerless to challenge this encroachment upon the prerogative of the Durbar

147 At this juncture Tod wrote his Annals of Amber He found the Shekhawati Thikanas virtually independent of Jaipur and assumed that they had always been so He conferred on them the character of a separate political Confederation and justified their defiance of the Jaipur State He

described them as ancient Chiefs who had been established in their own territories long prior to Jaipur's extension of its suzerainty over them He denied their true status as regular "feudal" subordinates, although the feudal character of the Rajput State provided the grand theme of his Annals of Rajasthan He held that the Sadanis originally conquered their estates and that only by a subsequent agreement did they consent to become tributaries of the Jaipur Darbar, their relation with their suzerain being defined by regular "treaties" He conferred on them the status of separate political units in subordinate federal alliance with the Jaipur State The Sadanis, thus encouraged, seem to have rendered no regular service to the State and to have misappropriated the deductions on account of that service for some 15 or 20 years before the British Treaty was negotiated

148 The British in 1818 determined to re-establish the Maharaja's authority, and there is good reason to suppose that this was one of the understood conditions upon which the Maharaja accepted an alliance with the British Sir David Ochterlony had a formal charter of the Maharaja's rights prepared, on the model of Tod's Qaulnama for the Nobles of Mewar, and had it signed by every Thakur in the State of any note But within six months the Maharaja died and thereafter for the first sixteen years of a long Minority period the British Government persisted in a policy of varying degrees of non-intervention As a result, Ochterlony's Articles of Agreement, which defined the relations between the Maharaja and his Thakurs, were never fully implemented, and within a dozen years they had faded altogether from the recollection of the British Political Officers who came in contact with the State The latter now turned to the Annals of Amber and accepted Tod's misguided version of the relationship subsisting between the Thakurs of Shekhawati and their infant Maharaja The Thikanas were described as petty States formerly independent and absolute within themselves, and as more of tributaries than of feudatories of the Jaipur State, to which they owe no kind of service

149 Various theories have been advanced by British official commentators to explain the status of the Jaipur Thikanedars Sometimes a federal sometimes an allodial and sometimes a tribal hypothesis has been invoked But whatever hypothesis prevailed the same practical

position has been maintained It has been held throughout that these Thakurs are Tributary Chiefs, paying a fixed 'tribute' but exempt from any specific obligation for service to the State The Political Department has consistently maintained that any intervention by the State in their affairs or in their internal administration is *prima facie* undesirable and is to be permitted only under the pressure of practical administrative necessity This in our opinion can with fairness be described as the guiding principle followed by the Political Officers of the Rajputana Agency in defining the relations between the Maharaja and his territorial Thikanedars since 1831 A D

150 Admittedly it is a very serious matter now to suggest a disturbance of political principles which have been for so many years at least tacitly accepted by the Paramount Power At the same time we are certain that the Government of India if they accept the conclusions reached in this report will unhesitatingly agree that a mistaken estimate of the Thakurs' status which originated during a long Minority Administration, cannot be allowed permanently to impair the prerogative of His Highness the Maharaja of Jaipur It must also be borne in mind that that prerogative was formally re-asserted by the Government of India themselves in 1818 at the time when the fundamental Treaty with Jaipur was framed These two considerations leave us no alternative but to suggest some compromise between the claims of the Thakurs, based upon the long standing theoretical status which they have been hitherto erroneously conceded and the claims to their service and subordination which His Highness the Maharaja indubitably possesses

151 The compromise we suggest should clearly be one consistent with Rajput sentiment, and that sentiment can best be satisfied by an appeal to precedent and particularly, to precedent provided by Mewar, the oldest State in Rajputana Such an appeal to precedent is particularly appposite in view of the fact that the Articles of Agreement accepted in 1818 by the Jaipur Thakurs themselves were modelled on Tod's Qaulnama for Mewar We do not for a moment suggest that the Jaipur Articles of Agreement which have been dead and buried for a hundred years, should be brought to life again Nor do we contend, on the other hand that Tod's Qaulnama has been fully implemented in

Mewar. All we suggest is that in 1818 A. D. a similarity in the structure of the two States was authoritatively recognized. A revision in Jaipur based on a comparison with the present situation in Mewar, besides enjoying a certain historical justification, must necessarily command a measure of respect from the Rajput community. If, for example, the Sadanis of Panchpana-Singhana, whose title to their land is derived from a no higher source than a simple Ijara of 200 years ago and who were inducted into their present estates by the Maharaja of Jaipur, are required to surrender certain privileges that the leading Umraos of Mewar do not enjoy, they cannot feel that the treatment accorded them is derogatory to their position or that an attempt is being made to undermine the Rajput character of the Jaipur State's constitution.

152. Now we have it on the best authority that, at the peresent time, no Thikana in Mewar enjoys Customs rights (*Dân*) which, along with *Khân* (quarries) and *An* (the right to claim fealty as sovereign), are considered the peculiar prerogative of the Darbar. On this analogy we find the fullest justification for our own proposals to extend the Customs Cordon of the Jaipur State to its territorial frontier and to assert His Highness' sovereign rights to all Major minerals within his territorial limits. So too, in regard *to the revision of the Mamla in Shekhawati, we would emphasize the fact* that this revision is based upon the Thikanas' ancient customary obligation for regular service to the Darbar — an obligation which is universally recognized by the Umraos of Mewar at the present day.

153. It is true that the Sadanis of Panchpana-Singhana reject the parallel, which we suggest as the basis of our recommendations, between their own status and that of the leading Umraos of Udaipur. "In Mewar", their Counsel writes in his Written Argument (p. 257), "all estates are held in *service* tenure (*jagir*) and there are no Tributaries". This distinction discloses the essence of the dispute between the northern Thikanedars of Jaipur and their Ruler. The former still cling to what Tod wrote of their "national independence" — of their "Shekhawati confederation", at one time "superior to, and independent of, the parent State" (*Annals* III. p. 1351) *and at all times "almost on an equality"* with it (*ibid* p. 1378). They repudiate their service obligations to the Maharaja of Jaipur, while claiming

concessions which service alone can justify But Tod's erroneous history is now exposed We may with justice quote his own wise words against him 'Let the present Lords-Paramount go deeper when they have to decide between a Raja and his Feudatories and look to the origin and condition of both and the ties which alone can hold such associations together" (*Annals of Amber* III p 1403)

PART XIX — LIST OF RECOMMENDATION

154 Our proposals in regard to the Thakurs of Panchpana-Singhana (including Khetri) may now be briefly stated We recommend —

I a revision of the Mamla as set forth in Appendix V to this report,

II a formal pronouncement by His Highness that the Mamla assessments, as now revised will be fixed in perpetuity, and that the Thakurs of Panchpana-Singhana will in future be classified as Istimrari Mamlaguzars,

III the assertion of His Highness sovereign rights to all "major" minerals found within the limits of the Thikanas of Panchpana-Singhana (other than Khetri),

IV the recognition of the prescriptive claim of all the Panchpana-Singhana Thikanas (including Khetri) to the "minor" minerals found within their estates The Thikanas will be authorized to lease out their 'minor' minerals, subject to the condition that no such lease shall be given for a period exceeding twelve months without the previous sanction of the Durbar

V an invitation to the Rajaji of Khetri on attaining his majority, to surrender his rights to the "major" minerals in his Thikana, in exchange for the grant of a permanent territorial title in the pargana of Babai on the present assessment of Rs 44,000 *per annum*,

VI the extension of the Customs Cordon of the State to its territorial frontier,

VII the credit to a suspense account of such an annual sum from the Customs Revenues of the State as may be deemed to be equivalent to the present Customs income enjoyed by the Rajaji of Khetri,

VIII a final decision as regards the allocation of the sums credited to this suspense account as soon as the Rajaji of Khetri attains his majority and is invested with administrative powers in his Estate,

IX the payment of compensation to the Raja of Khetri, when he attains his majority, for the loss of the Customs rights conferred on him during the recent Minority Administration — such compensation to be calculated on the basis of the Thikana's Customs receipts for 1924-25, and

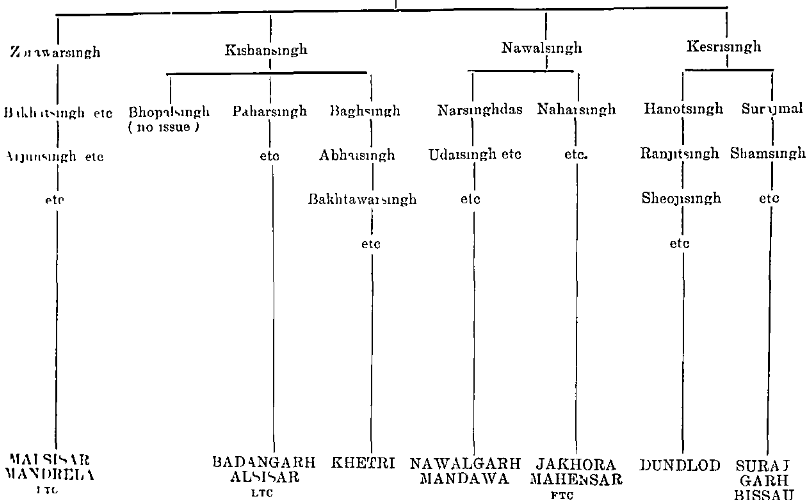
X the payment of compensation to the other Thikanedars of Panchpana-Singhana for the loss of any legitimate income of which they may have to be deprived in consequence of the extension of the State's Customs Cordon, — such compensation to be calculated on the basis of their receipts up to 1924 A D

(Sd) C U WILLS
SEETLA PRASAD BAJPEYI
MAHENDRA PAL SINGH

APPENDICES

PANCHPANA-SINGHANA APPENDIX A

FAMILY TREE OF SADANIS (FROM SADAJI OR SARDULSINGH)



JHUNJHUNU ZAMINDARS AGREEMENT OF 1721 A D

[Seal of] Khan i dauran Bahadur Mansur Jang Samsam ul daula Amir ul Umra Fidvi Mohammad Shah Badshah Ghazi Ba mujib dastkhat mohar namuda shud

[Seal of] Khadim i sharaa Qazi Abdul Samad

[Seal of] Khadim i Sharaa

Mayad i Mohammad Fazil pisar wa Mohammad Ruh allah nabirah Mohammad Saadat Mansabdar Zamindar parganah Jhunjhunu Sarkar Narnaul Suba Darul khilafat Shahjehanabad em Chun pidai i bandaha ba sabab manaqsha wa khusumate ke ba oo Malukchand wa Sahabram wagharia Qanogoyan i morusi parganah mazkur dasht musharan ilehim ba mulahiza i bem i jan azan mahal bar amda budand Chunache digar biradaran i anha daran waqt niz dar kar i khudha fil jumla dakhil budah and wa bad azanki dar ahd i Farrukh Siyar ba himayat i Husain Ali maqtul zamindari i an mahal ba zabardasti az bandaha taghaiyyur shuda ba Qayam Khan Khusar poora i oo muqarrar gardid muqaddama i mazkur niz hamchunan multavi mand Aknun ke sarir i saltanat i roz afzun ba julus i humayun zinat afroz gardida wa az maadilat wa dad gustri hazrat i shah i shahi haq ba haqdar ayad mi gardad dar saie i bahali i zamindari wa mansab i morusi bandaha wa anjam i an taraddudat i shaista ba zahur awurda and wa nihayat jahad wa dilsozi ba kar burda Lihaza ba Hazur i jamia akabir wa asaghir wa ahali wa mawali alal khusus rausa i kiram az sadat i uzzam wa mashaikh i wajib ul ehtram wa Hanood wa Musalmin az khawas wa awam parganah i mazkur iqrar mi numayam wa nawishta mi diham ke uncho rasum i-Qanu goi wa wajah nankar waghaira badasture ke az qadim qabiz wa mutasar rif wa majri wa mamul ast be mazahmat wa mumanaat mi girifta bashand wa dar akhz wa jar wajibi wa mamuli anha ba wajahe minal wajuh tarruz wa mazahmat nest wa na karem Khuda na khwasta bashad agar az iqrar bar khilaf wa i umayam daroghe wa batil bashem wa az ohda i jawab i anha bar ayem In chand kalma bataraq iqrarnama baqalam amad ki indul hajat sanad bashad Wa i ana zahila

Tahrir fittarikh Ghurra i Shahr Jamadi ul awwal san 3 az Jalus i maimnat manus i Mohammad Shahi Gawah shud Saiyed Mohammad

Lilhtam Dewan Fazil Khan wo Ruhil Khan Khuda darmiyan hamare tumhare char sub kol sa phiran nahin pharan to dhuri Alamat Dewan Fazil Khan wa Ruh allah Khan Zamindaran parganah Jhunjhunu Muwafiq matn qabul daram

Ugah Madari Khan din ki huzur likha Alamat Madari Khan Ibrahim Khan

Ugah Madari Khan Jhalman Alamat Madari Khan Jhalman

Ugah i Ali Khan jinahan ki na Alamat Alli Khan Jinan

Ugah Deo Karan Todarmal Dharamdas ka Alamat Deokaran wa Todarmal Sahukaran Qasba

Lilhat Meer Khan Darab Khan ka Alamat Mir Khan wald Darab Khan Qaimkhani

Al hahad ba mafihe Abdul Aziz bin Sheikh Abdul Majid sakin Jhunjhunu

TRANSLATION.

[Seal of] Khan-i-dauran Bahadur Mansur Jang Samsam-ul-daula Amir-ul-Umra fidvi Mohammad Shah Badshah Ghazi

[Seal of] the servant of the Faith, Qazi Abdul Samad

[Seal of] the Servant of the Faith..... ......

We, Mohammad Fazil and Mohammad Ruhallah, son and grandson of Mohammad Saadat, Mansabdar, Zamindar of parganah Jhunjhunu, Sarkar Narnaul, Suba Darul-khilafat Shahjahanabad, (declare)

As our father bore some grudge and ill-will against Malukchand, Sahibram and others, hereditary Qanungos of the parganah, so the above-mentioned Qanungos had left the mahal for fear of their lives, and their other relatives had got an opportunity of taking up their duties in addition to their own After that, in the time of Farrukhsiyar, with the help of Husain Ali since killed, the zamindari of this mahal had been forcibly transferred from us to Qayam Khan, his (Husain Ali's) brother-in-law, and so the case of the said Qanungos was postponed Now, when the ever-glorious throne has been decorated by the auspicious seat (of His Majesty) and the Imperial Justice is restoring rights to the rightful owner, and the Qanungos have displayed keen anxiety and made fruitful efforts with all sincerity and earnestness towards the restoration of our hereditary mansab and zamindari to us, We, hereby, take the opportunity of making this declaration, in the presence of all, young and old, high and low, especially the responsible worthies, viz the great Sayyids and the venerable spiritual leaders, and all high and low of the Hindus and Muslims of the said parganah, and write out and subscribe our agreement to the restoration of the said Qanungos to their service dues and Qanungoi cess etc, which they have been holding and enjoying from ancient times We will not practice or permit any obstruction or hindrance in the realization or receipt of all the dues to which they have been entitled from old days If, God forbid, we ever appear to go back from this promise, we will be reckoned liars and be held to account for our breach of promise These few words have been written as agreement in order to serve when needed Written this first day of the month of Jamadi-ul-awwal 3rd regnal year of Mohammad Shah

[Signatures of] Dewan Fazil Khan and Ruhallah Khan, Zamindars of parganah Jhunjhunu We admit the above contents

Witness of Sayyid Mohammad

Witness of Madari Khan and Ibrahim Khan

Witness of Madari Khan Thalman

Witness of Ali Khan Jinan

Witness of Deo Karan and Todar Mal, Sahukars of the town

Witness of Abdul Aziz son of Sheikh Abdul Majid, resident of Jhunjhunu

Signatures of Mir Khan son of Darab Khan Qaimkhani

EXTRACT FROM MALCOLM'S MEMOIR OF CENTRAL INDIA (1832) pp. 4—13

* * * *

The lands in Central India are divided into governments, containing from ten to forty districts, each district having from fifty to upwards of three hundred villages. The next subdivision is a lesser district. The lesser district is called Talook and sometimes Tuppah, which may be estimated from five and six to twenty and thirty villages. The latter have often two, three, and four hamlets belonging to them which are called, in the revenue account, dependencies.

The above are, in fact the ancient divisions established by the Mogul Emperors, and though events have broken much of the uniformity of the original system, the names are still preserved, and used in accounts and official records.

All ground, be it ever so waste or hilly, is included in the divisions, which are marked by natural or artificial boundaries such as rivers, water-courses ranges of hills trees rocks ridges or lines between any two remarkable objects. The lands were measured including the space occupied by tanks, wells, houses, &c in the time of the Moghul government, and this record of measurement was lodged in the office of every *Zemindar* of a district, as well as the Furnavese's office. Several of these records have been saved, but where they are lost, the care with which the memory of the respective limits is preserved by the hereditary officers of the district and village, to whom this duty belongs, is very extraordinary. In Central India, where many large tracts have been desolated for twenty and thirty years, the inhabitants (in many cases the descendants of former occupants) have returned to their homes and fields, and taken possession of their respective properties (with very rare cases of dispute or difference) as if they had only left them for a few days. This could only have happened where such institutions exist, and as these are the foundations of that revenue system on which in despotic governments the happiness or misery of the population must chiefly depend, it will be necessary to take a short notice of the various links of which the district and village administration is constructed.

In Central India the first in rank and consequence of the native or local hereditary officers is indiscriminately called Mundlooee, Chowdry, or *Zemindar*. The former terms are usually given in the Mahratta government; *the latter almost always designates this officer among the Rajpoot States*.

In India, every class and tribe of men have their superior. That of landholders and cultivators is the Zemindar, a term which literally means landholder, and is (particularly in Central India) constantly used to designate a proprietor of the soil, but *the Zemindar of a province or district*, though, no doubt, originally raised by the rank and estimation in which he was held by his class, *has always combined with his duties those of a functionary of Government*. His station is hereditary, he is supported by a grant of land, which differs in amount according to the size of the district and other circumstances (this species

of grant to Zemindars, and other hereditary local officers is called *Nankar*, a compound Persian phrase of *Nan* "bread", and *Kar* "work", meaning support for service) and he has, besides lesser dues, a percentage upon the collections which, in Malwa, varies from four to eight per cent He pays no revenue to the Government, but usually presents at the Dussera feast an offering to the Collector, and is subject, like others to those demands which under the head of extraordinaries are imposed in an arbitrary manner by distressed or oppressive princes The Zemindar (as has been mentioned) has a due (generally one or two rupees) from every village in the district He has also a trifling claim on each caste and trade as a blanket from weavers, oil from oilmen, a pair of shoes from shoemakers, and so forth

The duties of the Zemindar are to preserve order and peace (he is expected to maintain a body of armed adherents), and, by the influence of his station and character, he is, when there is difficulty in collecting the revenue, usually the medium through which it is realised, and, while Government employs his services, he is the person to whom the cultivators look up as their protector against any acts or power that are in violation of established usage

The duties of this officer in the government of the country have been noticed in the preceding chapter He has still more in the revenue department, and his office, kept by the Register (Qanungo) which contains all records of grants of past and actual revenue is the place of appeal both of Government officers and cultivators Zemindars are expected to be men of education, and, indeed, their duties require efficiency in a degree that compels the inheritor of this office when not competent, to devolve them upon a member of his family equal to their fulfilment

The Zemindars in Central India are of all tribes, except the lowest They, in general can boast of having held their offices for a number of successive generations Many have commissions from the Emperors of Delhi, and some from the Patan sovereigns of Malwa Several distinctly trace their rise to local services such as the restoration of waste lands some to the seizure or defeat of robbers who infested the country to which they were appointed, while others have the more legitimate title of being the heads of the clans and tribes by whom the tract was first settled and cultivated

From there being no instance in Central India of any of this class possessing records or even traditions of any member of their family having power previous to the Mahomedan invasion it might be conjectured that its Zemindars owe their establishment on their present footing to the *Patan* or Mogul monarchs It is quite conformable to the usage of the country whence the conquerors came and while they appointed their own class to the government of provinces and districts it must have been necessary to inspire confidence in the inhabitants (particularly the cultivators) that a person they knew and trusted should be nominated as the medium of communication with them but

there can be little doubt that officers with similar duties existed in India long previous to the Mahomedan invasion

In several of the large districts of Central India some of the Zemindars have an assistant who acts by their orders and occasionally as their substitute His office is also hereditary and he is paid as the Zemindars but with less land and smaller dues he has an allowance (generally two per cent) on collections

The Register Qanungo of the district though under the Zemindar is an hereditary native officer of importance His records contain every account relative to the revenue measurement and allotment of the land He also enjoys a percentage (generally two per cent) on collections and a due from every village with small claims upon cultivators and tradesmen

* * * *

THE STATUS OF ZAMINDAR IN THE MALPURA PARGANAH

Part A— Document of 1680 A D

[Seal of] Khadim-i Sharaa Mohammad Dayam ast San 1092 Mutabiq iqrai muqarrin mastur mohar namuda shud

Bais i tahrir-i in satur an ke mayan ke jami i maqaddaman wa mazaran parganah Todri almashhur Malpur em chun zamindari tamami parganah khudia ba raza wo raghbati i khesh banam tahawwur wa bisalat dastgan Harisingh *Khangarot* muqarrar kardem wa iqrar namudashud ke uncho dastur wa *bhom* zamindari az malvajhat wo sayar jehat parganah mastur bashad bila uzar wa ahmal fasl ba fasl wa sal ba sal dar mauza Lamba mirasanida bashem wa har las ke juz wa kul as pisaran wa khurdgan in jaaib bashad *Zamindar* wa Bhomia tahawwur dast gah moiz elah ra mustaqil danista wajeh zamindari ra ba pisran i eshan ra mutabiq dastur mirasanida bashand agar ahyanan daran bab harf wa hujjat darmiyan arad gunahgar shara sharif gardad Binabaran in chand kalma ba taliq razinama navishta dada em ke sani hal hujjat bashad

(List of Muqaddams omitted)

Siwai an jami Muqaddaman mawazeat kul wa juz parganah agar azin iqrar heela wa hujjat darmiyan arad gunahgar bashad Tahrir fit tarikh

TRANSLATION

[Seal of] Mahommad Dayam servant of the Faith A H 1092=1680 A D The seal was fixed in accordance with the wish of the persons who agreed (to this document)

The reason for writing these lines is that We all the muqaddams and cultivators of parganah Todri known as Malpur of our own desire and wish entrust the zamindari of our entire parganah to the brave and gallant Harisingh Khangarot and promise that whatever customary cess and *Bhom* dues on the *mal jahat* (land revenue) and *sayar jahat* (miscellaneous income) of the said parganah appertain to the zamindari we shall pay without any hesitation or excuse from crop to crop and year to year at village Lamba Every one of us representing a part or whole (of the parganah) and our descendants shall recognise the said gallant (Harisingh) as permanent Zamindar and Bhomia and shall pay the zamindari dues to his (Harisingh s) sons in accordance with practice If perchance (any one of us) demur in this regard he will be held sinful in the eyes of the Mahomedan Law Therefore these few lines have been written as an agreement and made over as proof for the future

(Names of Muqaddams of villages omitted)

If any of the Muqaddams of the villages of the whole or a part of the parganah raises any objection to this agreement he shall be deemed sinful

Part B – Document of 1691 A D

[Hual Ghani [Seal of] Bahauddin Ghulam Badshah Alamgir Chaudhriyan wa Qanungoyan wa Riaya wa Baraya parganah Malpur bidanand Chun darinvila ba zahur paivast ke zamindari dehat wa qasba parganah Malpur ba mujib istadua wa razinama i anha ba auhda tahawwur dastgah Harisingh ke darhangam ikhraj mufsidan jami ba jamiyat tamam dar hifazat-i nang wa namus sakne i anja wa abadani riaya parganah Qasba Malpur wa dehat an nawali masdar i taraddnat shuda muqarrar ast chunache jami ahali wa mavali riaya wa baraya ba toa wa raghbat ek chize ba rasum i zamindari az qasba dehat muqarrar namuda dadaand darinmidda sanad i Diwaniyan i sabiq neez masharan elah badast darad Binabaran nazar bar kar Sarkar Padshahi wa rifahiat riaya wa baraya dashta wajeh mazbur bar tabaq razinama i anha badastur sabiq musallam wa muqarrar dashta shud bayad ke wajih mastur badastur sabiq ba masharan elah mirasanida bashand ta bakhatir jama dar imdad wa awanat kar i Badshahi mujayyed bashad Darinbab takid danand Tahrir tarikh 15 shahr ramzan ul mubarak san 35

TRANSLATION

In the name of God [Seal of] Bahauddin servant of Badshah Alamgir

Be it known to the Chaudhris Qanungos subjects and inhabitants of parganah Malpur

Whereas it has come to notice that the zamindari of the town and villages of parganah Malpur has in accordance with your request and agreement been held by *Harisingh the brave who has taken great pains and* undergone many trials at the time of expulsion of the rebels and engaged himself and his forces in protecting the honour of the local inhabitants and has secured peace for the raiyats of the parganah and the town of Malpur and of other villages in the same vicinity the inhabitants have of their own accord allotted the zamindari cess for the town as well as for the villages in favour of Harisingh who is in possession of a Sanad from previous Dewans to this effect Therefore having in view the performance of his official duties and the welfare of the people the aforesaid rights are in accordance with the agreement of the raiyats, hereby confirmed in his favour, as before They (the raiyats) should continue as before to pay the said cess to him (Harisingh), so that he (Harisingh) may with satisfaction render necessary service and devote himself to the performance of his official duties

Compliance with this order is strictly enjoined

Written on 15th Ramzan 35th regnal year (of Aurangzeb *i e* 1691 A D)

Part C—Document of 1693 A D

Hua-hasbı [Seal of] Safı Khan ast Alamgır Shahı

Chaudharıyan wa Qanungoyan wa Rıaya wa Baraya parganah Malpur bıdanand Chun darın vıla bazahur pavast kı zamındarı dehat wa qasba parganah Malpur ba mujıb asnad hukkam sabıq wa ıstadua wa razınama ı anha ba auhdha tahawwur shaar Gajsıngh pısar Jaladat panah Harısıngh muqarrar ast Bınabaran nazar bar hırasat ı parganah mazbur wa rıfahıyat rıaya namuda zamındarı-mahal mazkur badastur sabıq ba masharan elah bahal dashta shud Mıbayad ke wajah rasum ı zamındarı badastur mahood ba nam burda rasanıda bashand ke bakhatır jama dar hıfazat wa hırasat rıayaı parganah mazbur muqayyad bashad Darınbab takıd danand Tahrır fittarıkh bısto panjum 25 shahr Rajab ul Murajjab san 37 Jalus Moalla

TRANSLATION

In the name of God [Seal of] Safı Khan Badshah Alamgır

Be ıt known to the Chaudhrıs Qanungos subjects and ınhabıtants of parganah Malpur

Whereas ıt has been brought to our notıce that the zamındarı of the vıllages and town of parganah Malpur has ın accordance wıth the sanads of prevıous officers and theır own (the Chaudhrıs' etc) request and agreement been held by Gajsıngh the brave the son of the emınent Harısıngh therefore, with a vıew to the protectıon of the saıd parganah and the prosperıty of the raıyats, the zamındarı of the aforesaıd Mahal ıs hereby contınued as before ın favour of the aforesaıd person (Gajsıngh) You (the Chaudhrıs etc) should contınue to pay the zamındarı cess as undertaken by you to the above mentıoned person so that he (Gajsıngh) beıng satısfied may devote hımself to the protectıon of the raıyats of the saıd parganah

Complıance wıth thıs order ıs strıctly enjoıned

Wrıtten on 25th Rajab 37th regnal year (=1693 A D)

DOCUMENTS OF 1726 A D (ST 1783) P S 3 & 4

Part I—P S 3

(Note As the first sheet of this letter is not forthcoming it cannot be said who writes to whom)

* * * *

Aur Sahib Jhunjhunu ka amal ne Harisinghji to sawar 1000 bhela kiya chha So bhi pur *paryo nahin* Mhe to ap ka *chakar kharach bhi rupiya* 190 hi lagya ar amal kar liyo So yah kam achhyo buro sahib sun malum hoilo ji Mhe to sahib ka chakar chhanji Ar ab yo pargano mukarrar amal ke hi sighe rakhno chhai to logan ne tah dil kar ar chhati sun lagai apna karna Bhomiyan sun phori lena Ar raiyat abadan karni So yah kam ek hukam sun abar hoi abar ghana hukam kam hoi nahin Pachhe har kita ek almi amil ral ho Hal to ek hukam rakhola ar kam par najar karola Achhya bura chakar nazar main karhola Log apni thasak age auran ne gine na chhai ji Ar wo jabar chhai hoon garib chhun Pan mhara sanch age wo kita ek chhai Ar hazur men Srichandji chhe tin ki yan ne hamgiri chhe So mhe to wan syon khench kahi tarah ki na karan chhan Wan hi ke dere jai Darbar karin chhan Intha tain gam khai kam karanchhan Jana chhan pahal pahli ko amal chhai Koi tarah kar bujo dikhbo nahin So in bat par najar rakhan chhan Ar wo kehe so karan chhanji Aur parganah Jhunjhunu ka dam 39 00 000 ki sanad to aio ar dam 28 00 000 ki sanad avni So Zamindar sanad mangi chhai So ap unthe Ijaro chukayo hoi to chuki nahin tar jyan ka dam chhai jyan syon Ijaro chukai lijyo Wan ne kahjyo than ke dam 1 avnu nahin Parganah main ek to meh nahin, dusra Bhomiya Tin syon Ijaro chukai lijyo Ar jo ye dam na lehla to in pargana ko amal ko fisad holo ji Duriyo parelo ji Ar dam 39 00 000 ka rupiya 12 000 age laga chhai So ab in hisab deo mati In ki raiti karajo Ar Jagirdaran ke enthe age dam 1 awe na chhai Mi Asoj Budi 5 Sambat 1783 ka

TRANSLATION

* * * * * *

And Sir as for the possession of Jhunjhunu, Harisingh collected 1000 sawars but even they proved insufficient I, your servant spent only Rs 190 and secured possession You will come to know what good or bad services (I have rendered) I am your servant If the parganah is to be retained in our direct possession we must satisfy the people by showing sympathy with them and thus gaining their confidence We should turn the people against the Bhomias and work for the prosperity of the raiyats For the present this can be achieved by establishing one authority (only) Divided authority will not serve our purpose at this juncture Afterwards as many as you like can have possession here It is desirable to have one authority for the present You will appreciate my work and distinguish between faithful and faithless service Some people discredit others because of their vanity He (Daulatram) is a big man while I am a poor one But he will not be able to stand against the

truth I tell you He has Shrichand's support with the Hazur I never go against him and go to his place to attend his Darbar I work submissively I know this is a case of taking possession for the first time and I do not wish to weaken his position I (always) keep this in view and do what he tells me A sanad for 39 00 000 *dams* of parganah Jhunjhunu has been obtained while a sanad for 28 00 000 *dams* is yet to be obtained The Zamindars demand to see our authority (*sanads*) If the Ijara has been obtained well and good If not please obtain Ijaras of the *dams* from their holders You should explain to them (the holders of the *dams*) that they will not be able to get a single pie firstly because there has been no rain in the parganah and secondly because there are the Bhomias They would be well advised to give the Ijaras If they do not give us these *dams* there will be trouble about possession in this parganah The difficulties of dual rule will arise A sum of Rs 12 000 has been paid for 39 00 000 *dams* Now I hope you will not pay at this rate but will get some reduction Here the Jagirdars do not get a single pie Dated Asoj Badi 5 St 1783

Part II—P S 4

Sidhi Shri chiranji Shrichandji jog likhtan Harisingh ken asis bai chya Atha ka samachar bhala chhai Thanl a sada bhala chahije Apranch kagad Rajamalji ko mane ayo chho jo the Junjhunu jai waitha ko mamlo fasil kijo Tin par waithe jai waitha ko mamlo faisil kare chha eta hi men khabar Ajmer the ayi jo Amarsai thano Subadar bida kiyo tin par mhe waitha li japar thapar kar faisal kari Jhunjhunu ka rupiya 31 000 bilmukta waitha la Zamindaran ke thahrya Tin men rupiya ek hazar waika mutsaddi wa Sardul Shekhawat ne dena kiya ar rupiya 225 ko naqdi ko rozino mhan ki lar chho so kharach ko kagad bhejan chhan ar nisan rupiya 16 000 ki to in bhanti hui chhai tafsil zail — Hundi bheji chhai 4 000 Hemraj Nandwana ki jamni 12 000

Miti Mangsar Budi Mawas St 1783

TRANSLATION

Letter from Harisingh to Shrichand

After compliments — I received a letter from Rajamal directing me to go to Jhunjhunu and settle the affairs of that place Accordingly I went there and was busy in settling matters when meanwhile I received news from Ajmer that the Subedar had despatched a body of men to Amarsar So I patched up matters hurriedly and arranged for a lump sum payment of Rs 31 000 for Jhunjhunu from the Zamindar of that place Out of this sum I promised to pay Rs 1 000 to his (Zamindar's) Agents and Sardul singh Shekhawat I incurred a cash expenditure of Rs 225/ per day as *naqdi* (for troops) I send the account of this expenditure A surety of Rs 16 000 has been obtained as detailed below A hundi for Rs 4 000

Hemraj Nandwana stood surety for Rs 12 000

Dated Mangsar Budi Mawas St 1783 (= 1726 A D)

THE FIRST ONE-YEAR LEASE OF JHUNJHUNU IN 1731 A D. (P. S 45)

Sambat 1788 Banam Raj Shri Sardulsinghji Chithi qarar miti Pos Budi 5 Sambat 1788 Apranch Jhunjhunu wa Udaipur wagaira ka gaon taluq than ka ka Sambat 1788 ka sal men mafiq tafsil zail ijare thane muqarrai kar diya chhe so gawan men amal kijo ar hasil mal wa sayar kul habubat suddho amin Sarkar ko [name omitted] bhejyo chhe so yah ki ittala sun jaman chukajyo wa tahsil amin ne shamil le karjyo Marfat amin ki tahsil hoi so sarkar men pahunchajyo ar gawan men ek ek admi amin ko rahelo ar kami bethela to tinki nisan the karola ar ijari ka rupiya mafiq qabulayat thansu Sarkar men lijela ar jo tahsil ka rupiya Sarkar men awela so thane Ijara men mujra dijela darobast pargano ek wa Udaipur ka gaon 27¾ bat panchvon

Pargano 1 Gaon bat panchvon 27¾

[Detail of villages omitted]

TRANSLATION

Letter to Sardulsinghji dated Pos Budi 5 Sambat 1788 Now the lease (Ijara) of Jhunjhunu (parganah) and of the villages of Udaipur etc in your charge has been given to you for St 1788 as detailed below You should take possession of the villages and pay the land revenue and miscellaneous revenue including all cesses keeping informed the State's Amin [name omitted] who has been sent there You should associate the Amin with you in the work of collection The collections made should be sent to the State through the Amin One man of the Amin will be posted in each village If there is any deficiency in the collections you will be held responsible for it The lease (Ijara) amount will have to be credited with the State according to your agreement but the collections thus received by the State will be deducted from your lease (Ijara) amount The whole of one Parganah and 27¾ villages of Udaipur (one fifth share)

Parganah	Villages (one-fifth share)
1	27¾

[Detail of villages omitted]

[The 'one fifth' mentioned was the State's share of the produce of the Zamindara villages Sardulsingh and his relations held these villages, and Sardulsingh's Ijara from the State included the right to collect the State's one-fifth share]

RIKHABDAS' LETTER OF 1732 A D (P S 55)

Sidhi Shri sarbopma birajman pujya shri sahji shri Bijairamji jog likhtang Rikhabdas ken mujro avadharijoji Atha ka samachar bhala chhaiji apka sada arogya chahije ji Apranch sahib maharban miti Kati Bu 13 Bispatwar ke din pahar ek rati gayan Sardulsingh dere ayo chho aur ijara ko majkur kiyo jo thane sahji ijara beji furmai jo rupiya 81,000 tain bhi Sardulsingh le to wane dijo aur kahu ne dyo mati So sahji ne yahi chahije Mhe chakar chhan aur mhe to in Darbar men thake ek sahji ka hi chhan pani ya takan ki bat, tinsu mhan su ita taka angejya jai nahin aur panch sat hazar ghat tain bhi dyo to mhari asang nahin Jai sahji mhane ijaro baksyo chahe chhai to gudasta mafiq bakse to to mhane qabul chhai natar khatri men awe tin bhanti kije Je Khalsa ko amal kiyo chaho to khalsa ko amal kije, je koi aur Ijaredar hoi to aur ne dije Yo mal sarkar ko chhai aur phurmasyo so hun bhi chakari ne hazir chhun aur in paiganah men paryo chhun Ganth ki roti khawun chhun Shri Maharajaji ka kam ne hazir chhun, jetha tain doi chyar hazar rupiya ganth ka lage tatha tain to bhugtun pani mooli bholane mahara ghar men jugi nahin tin su the gafil raho mati thanki choksai je bhanti jano jo bhanti karljo Aur mhara gaon chhai tinko kunt chaho to kunt karlyo Natar daman se hi chukailyo Aur mulak Maharaj ko chhai chaho tain bhanti karo so sahib ab tak to yah lallo patto kare bhi chha pani aj yo jawab Sardulsingh to de dur huwo In su sahib ab araz likhun chhun je uthe koi bhanti sunli pare wa rupiya 76 000 dena kaie to to ijaro sitab dyola Sardulsingh ke bharose na raholi aur men athe Gopalsingh sun bhi thik paryo so Gopalsingh age to qabul hi kari chhi pani ab ijara beyi to nat gayo khalsa ki madati ki kam kaj ke waste abo kabul kiyo Aur Kunwar Ramsingh ko kagid ki mi kati Budi 9 ko ayo chho tin men likhyo chho jo raj shri Deidasji ne bheja chhe so yan sun batlawola So Deidasji aj tain to na aya chhai jin su sahib abe awelo to janjeli pan mune to das biswa nijar paie chhai tin su in dhika dhiki men sarkar ko mal ujrelo tin su je yahi marji hoi jo amal khalsa ko darebast kari lyo to to jamiati purkas bhejola wa aur koi bandobast karno hoi so bicharola Abe gafili ko kam na chhai aur jamiati bhi purkas ayan kam chalelo so pachas aswaran kam na chaleloji Athe rang maha bil et chhai Hun eklo admi bees pachisek sun bethyo chhun ab tal to ago karlyo aur aj hi Sardulsingh sun nipat dabai likhtu ki bat kari jo Thakuan ke to ru 76 000 thane wa sikaf lagela tin sun ke to mhane likhtan kardyo wa jamini ki nisan dyo natar the jano jo the kam kiyo chhai wa hal ka taka tahsil kiya chhai so to nisan je bhanti dyola ji bhanti kijeji So Sahib Thakur Ijara beji to wa sikaf ru 76 000 hazar beyi nati gayo wa gudasta mafiq qabul karba ki lagti aurun rakhi Kooch kari miti kati Budi 14 Shukarwar ne tarko he Gudhe Gumansingh ki nikhekh gayo So tika tain rahelo so din chyar panchek to Gudhe lagela pachhe Udaipur jai niklo to na janije kadi awe So sahib yanki to ya surti chhai aur mhe athe bethya chhan so ab apne araz

likhi chhai nika jano ti bhanti lijeji Aur age parganah ki hakikati to tafsil war likhi chhi tin sun malum hui ho i Athe Sarkar men Islam Khan ka dam 59,00,000 ijare tin ka gaon mauza 112 ta zail in bhanti chhaiji—

Qasbo to khalse tin ko kunt huwo so bajro to sarbale man 5,500 aro tinko kanto athe chotho panchwon darobast chhai tin men vanman man se 1,500 awelo so naj aj to abar bike chhu ru 1 ko man 1¼ aur aga sun nijari moli ki chhai aur Rahdari mapa lagar rahvo chhe so nikas gelo rah rawa chalvo jai to salina vanman ru hazar 4,000 bethe aur Unhalu juji chhai so qasba ki to va surti chhaiji

Aur gaon 111 Sardulsingh dilan ke wa ketan ke kotri ki achhva achhva gaon mauza 15 tin ki damas ahi rajide jor so pahuta aur kunt kiyo fisal hi upje ji

Aur Gauri ka ke wa Rupawas walan wa Shekhawat Thakran ne banti rakhi chhai gaon 19 tin men ketik to bhala manas chhai wa ketaik banda chhai so kunto chahe to kunt karawe pani tahsil kotan bharno khanto huwa pura ntarai e ljer gawan men basava kahje chhai so van su karar kari liya chhai jo thai ke uje sun leno pani gaon dekhvan ni in parsuji

Aur gaon khalsa tariq chhai 23 tin men ketail to nawa sir the ijare abadani ne diya chhai tin ki qabulyati Thakar kanthe chhai aur ketaik kunt men ai jai aji aur beran mauza 20 Aur Qaimkhanian ke mauza 35 tin men ketaik to nipat khala manas chhai aur ketaik nipat band chhai so dukh son divan pooro parji Aur Unhalu athe darobast juj chhai jo chhai jo Shialu hi chhaiji Aur baqi Patshahi mansabdaran ka dam chhai so tin men bhi baro so Jagirdar Birimali Khan chhai tinka dam 11,40,000 so Narnaul dilan naib hoi ayo chhai so van daman ka gaon 37 chhai so asi khabri chhe waiuko amin dilan aye lati lejulo aur baqi phutkarati chhai so chhai hi tin su sahib ethe tadbir aro bichari dekhvo so Udaipur ka wa Narhar Babu Sardulsingh ki taliqa kul sudha rupiya hazar 70,000 hazar ke wanman betha tab jamiati aswar sai chari 400 wa payada sai doya (200) tine ek bar ek sathi awe wa nagaro nisan kar hova tab so jamiati ka bara mahina men lage ta. zail 35,500—

Unhalu sialu mahina char men poorkis aswar 400 wa payada 200 rahe tin ka rozina ka waiman ru 200 lage so mahina char men ru 24,000 aur alufa wago ka wanman ru 2,000

Aur ath mahina sarkar ka Auhdadar rahe tin kathe aswar 100 wa payada rahe tinka wanman ro 40 dar mahe ru 1200 ke mu ru 9500 So ita lagvan ru 70,000 baith bhi jai Bhave to ap naqdi rakho, bhave Jagirdar rakho tab iti nithi syanap so kiya puro par hi jai wa phi ad phitur upaji kharo rahe so alado In siyai jaman ghati balhi baithe so mal sarkar ko chhai tin su sahib abe sari surati tafsil war likhi chhai je khalsa ko amal kiyo chaho to jasyo saluk bichari sitab likhola natar ijare kami bes aur koi liyo chahe to aur ne de sitab bida karola Tatha Sardulsingh ne hi deno hoi jo kami jyade de ine hi rakhno so uthe Sheosinghji chhai tatha yanko gumasto chhai tin su thahrai likhai

parhai lyola aur atha ne byoro likhola Tatha mune phurmayo chaho jo tuhi uthe Sardulsingh su kami besi kari faisal dije to inko wanman nischai phurmavoli tin mafiq athe hi likhai parhai nisan lijeji aur Thakar ne bhi likhola Jo the chul o mati pachhe pichhtavola tin su je bhanti jano te bhanti faisal kari Rikhabdas ki nisan dijyo aur sahib men to mhara syanap mafiq aj tain in sun ghani hi rad badal kari pani yo uba pagan hi hoi nahin to mharo kain saro tin su ab jo bicharni hoi so bichari sitab jawab inayat karolaji Dhil na hoi Mal ujrelo Ukat aur ai lagyo chhe tin su aur age admi tin bhejyo so na janije aphi ko jawab hathi na ayo ke rah men khatro upjyo ke kahu le asmadya piryo so yan ki ichhtai lag rahi chhaiji Ab tak to men agho karyo chhai pani ab Thakar sun kahbati hal ka kam upar wa pachhli nisan upari hoi so apl a jawab tain chhunji Kagad mi Kati Su 1 ne tisre pahar likh bida kiya chhaiji Mi Kati su 1 St 1789

TRANSLATION

Letter from Rikhabdas to Sah Bijairam After compliments Sardulsingh came to me on Thursday Katik Budi 13 when one watch of the night had passed He discussed the Ijara Sardulsingh said to me The Sahji has directed you to give the Ijara to me (Sardulsingh) and to nobody else for as *little* as Rs 81 000 if I agree to this I did not expect this of Sahji I am a servant I depend upon Sahji alone in the Darbar but this is a money matter I cannot accept responsibility of so large a sum I am unable to take (the Ijara) even for five to seven thousand less than the amount suggested If the Sahji wants to grant the Ijara to me I can accept it if it is given on the previous terms otherwise he can do whatever he likes If he wants to bring (the tract) under direct management he can do so If there is any other Ijaredar available it can be given to him It is the Sarkars property and I am ready to perform any service required of me I am merely living in this parganah and meet my own expenses from my own pocket I am ready to do any work the Shri Maharaja orders I am ready to submit to a shortage of two to four thousand (over the Ijara) but I cannot bear a heavy loss in my private account You should not be unmindful of your own interests but should take any precautions you like to protect them As for my (individual) villages you may make collections in kind if it suits you otherwise you can take cash The country is the Maharajas You can do whatever you like with it

Previously he (Sardulsingh) had given me some hope but to lay he replied as above and refused responsibility In the circumstances I suggest that if the matter is settled at the Capital and some one agrees to pay Rs 71 000, the Ijara may be given to him straight away We cannot wait for Sardulsingh I consulted Gopalsingh here also Gopalsingh had previously been willing

but has now refused to take the Ijara However he has agreed to come and help in Khalsa management I received a letter from Kanwar Ramsingh dated Katik Budi 9 In this letter Ramsingh writes that he has sent Deidas and has asked me to discuss things with him (Deidas) but so far Deidas has not turned up If he comes I shall see what can be done I have only half hopes from him) Under the present unsettled state of affairs the Government s revenue is likely to suffer If it is desired to impose direct management throughout (the parganah) sufficient forces should be sent or some other arrangement made This is no time to sit idle Sufficient forces will be required The (present) 50 sawars will not suffice The situation is very critical here I am alone with 20 or 25 men for all these days Today I tried to get Sardulsingh to execute an agreement saying that he would pay a sum of Rs 76 000 and pressed him to give surety or take the consequences (If he refused) he would then have to give the best security he could for his past management and for the collections he had already made But the Thakur (Sardulsingh) refused to take the Ijara and pay Rs 76 000 He only seems inclined to accept (the Ijara) on the previous terms (Sardulsingh) started for Gudha early in the morning on Friday Katik Budi 14 for a condolence visit on the death of Gumansingh He will stay there up to the Tika ceremony So he will be at Gudha for four or five days If he goes on to Udaipur I am not sure when he will return This is how matters stand here with Sardulsingh I am waiting here and have explained the situation to you You may do what you think best You may have come to know the condition of the parganah in detail from my previous letter The Sarkar has taken the Ijara of Islam Khan s 39 00 000 *dams* which contain 112 villages as detailed below —

The Town is under Khalsa Its collections are made in kind The total weight of Bajra is 5 500 mds out of which a 4th or 5th share is taken (by the Raj Thus some 1 500 mds will be collected (as the Raj share) The present rate of grain is 1¼ mds per rupee But in future still lower rates are expected The condition of the transit and octroi dues *(Rahdari mapa)* is bad If the condition of export were normal an income of about Rs 4 000 per annum could be expected The outturn of the Rabi crop is nominal This is the condition of the town

Other villages 111 — Sardulsingh himself and his sons have 15 good villages A collection in cash would be best in these villages If force is used and collection is made in kind some trouble may arise

Nineteen villages are distributed among the men of villages Gour and Rapawas and other Shekhawat Thakurs—among these some are decent people while others are rogues If it is desired to make collections in kind it can be done but there is no hope of full collection even if other articles than grain are accepted It is said that some deserted villages have been repopulated It has been decided that in these villages collections will be made according

to production Their real condition can be known by actual inspection of these villages

Other villages treated as Khalsa number 23 Out of these villages some have been given on Ijara in order to populate them Qabuliats of such villages are with the Thakur (perhaps Sardulsingh) From other villages collections will be made in kind

Villages held by Qaimkhanis number 35 Out of them some are really good men, while the others are rogues They will require some harsh treatment The Rabi crop is very poor throughout (the parganah) Our whole income depends upon the Kharif crop only

Deserted villages number 20

Apart from the above come the *dams* of Badshahi Mansabdars Of these Biram Ali Khan is a big Jagirdar who holds 11,40 000 dams He is a Naib of Narnaul There are 37 villages in his *dams* It is heard that his Amin will come to these villages and make collections There are a number of miscel laneous holders All the above points have to be taken into consideration A sum of about Rs 70 000 can be collected (from this parganah) including Sardulsingh's holdings in Udaipur, Narhar and Babai Four hundred sawars and two or three hundred foot-soldiers will have to be sent at once with a drum and flag A sum of Rs 35 500 will have to be spent on these forces in the year as detailed bellow —

400 sawars and 200 foot soldiers will be engaged for four months during the Rabi and Kharif crops Thus a sum of Rs 24 000 will be spent in four months time at about Rs 200 per day Moreover a sum of Rs 2 000 will be spent on higher salaries etc

About Rs 40 per day will be needed for 100 sawars and the foot soldiers who will be detailed to the Sarkar's officials for 8 months This will involve an expenditure of Rs 1 200 p m Total Rs 9 500

The sum of Rs 70 000 can be collected if we spend the above mentioned figure Either men engaged on cash or Jagirdar's men may be deputed It makes no difference If economy is observed the above expenditure may suffice Any unforeseen troubles which may arise will, of course involve additional expen diture Besides this, there is risk of loss from short collections So I have explained the situation fully If direct management is to be introduced, kindly let me know soon If anybody else is ready to pay somewhere about the figure you want, the Ijara may be given to him and he may be sent early If it is intended to give the Ijara to Sardulsingh the matter may be settled with Sheosingh and Sardulsingh's Gumashta who are there (in the Capital) Have the bond execut-ed by them and I may be informed of it If I am to settle matters with Sardulsingh on some figure kindly let me know the approximate amount so that I may have the bond executed here and get surety from him You should also write to the Thakur (Sardulsingh) that, if he mi es this chance,

but has now refused to take the Ijara However he has agreed to come and help in Khalsa management I received a letter from Kanwar Ramsingh dated Katik Budi 9 In this letter Ramsingh writes that he has sent Deidas and has asked me to discuss things with him (Deidas) but so far Deidas has not turned up If he comes I shall see what can be done I have only half hopes from him) Under the present unsettled state of affairs the Government s revenue is likely to suffer If it is desired to impose direct management throughout (the parganah) sufficient forces should be sent or some other arrangement made This is no time to sit idle Sufficient forces will be required The (present) 50 sawars will not suffice The situation is very critical here I am alone with 20 or 25 men for all these days Today I tried to get Sardulsingh to execute an agreement saying that he would pay a sum of Rs 76 000 and pressed him to give surety or take the consequences (If he refused) he would then have to give the best security he could for his past management and for the collections he had already made But the Thakur (Sardulsingh) refused to take the Ijara and pay Rs 76 000 He only seems inclined to accept (the Ijara) on the previous terms (Sardulsingh) started for Gudha early in the morning on Friday Katik Budi 14 for a con dolence visit on the death of Gumansingh He will stay there up to the Tika ceremony So he will be at Gudha for four or five days If he goes on to Udaipur I am not sure when he will return This is how matters stand here with Sardulsingh I am waiting here and have explained the situation to you You may do what you think best You may have come to know the condition of the parganah in detail from my previous letter The Sarkar has taken the Ijara of Islam Khan s 39 00 000 *dams* which contain 112 villages as detailed below —

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THE THREE YEARS LEASE OF JHUNJHUNU (1732 A D) (P. S 56)

Shri namji Manzur

Likhtang Sardulsingh Shekhawat atra parganah Jhunjhunu wa gaon Udaipur, Babai wagharia ka ko Ijaro, mal, sayar, peshkash wagharia kulli habubat ko Sarkar sun ibtadai Sambat 1789 lagayat sambat 1791 tain sal tin ko liyo tafsil zail — (Detail of villages omitted)

Muqarrai sal tin ka rupiya 2,35 456 anke doi lakh pentis hazar charse chhappan tafsil zail —

Sambat 1789	.		Rs 75 162
Mafiq sal pevesta	.	62 630	
Ijafo	.	12 532	
Sambat 1790	..		Rs 78,152
Mafiq Sal guzista	..	75 162	
Ijafa		2 990	
Sambat 1791	.		Rs 81,142
Mafiq sal guzista	..	78 152	
Ijafo	.	2 990	

(Detail of instalments of payment omitted)

In mafiq mah ba mah sal bar sal rupiya ghora ginti ijaro bahal rahyan bharna ar koi sabab kahat sali hoi ar Padshahi sun takhfif hoi so hissa rasad mujre lena ar yan rupiyan maddhe mal jamni sahukar ki diwai sambat 1789 ki so mafiq kistian sahukar rupiyan ki nisan karsi or agasun mal jamni sahukar ki sal bar sal desyan ar jamni ko dar 1-8 didhotra sahi mujra bhar pasyan

Daskat Sardulsingh Shekhawat uparlo likho sahi Ijaro jita din rakhan jitta ka rupiya dena Miti Katik Sudi 3 St 1789 ka

Daskat Prohit Jadudas Matu Sheosinghji yan rupiyan men kami besi awe so mhane dena Daskat Sheosingh uparlo likho sahi

TRANSLATION

The Name of God *Sanctioned*

Agreement by Sardulsingh Shekhawat An Ijara for the land revenue miscellaneous revenue and peshkash etc and all cesses of parganah Jhunjhunu and of certain villages in Udaipur Babai etc has been taken from the State (Sarkar) for three years—from St 1789 to 1791—as detailed below —

(Detail of villages omitted)

The amount due for three years is Rs 2 35 456 as detailed below —

For Sambat 1789		Rs 75 162
According to previous year	62 630	
Additional	12 532	
For Sambat 1790		Rs 78 152
According to last year	75 162	
Additional	2 990	
For Sambat 1791		Rs 81 142
According to last year	78 152	
Additional	2 990	

(Detail of instalments of payment omitted)

In accordance with the above the due amount will be paid every month and every year in good coin so long as the Ijara is held (by me) If famine occurs and a remission is made by the Emperor, a proportionate reduction will be made (from the Ijara amount) The security of a Sahukar has been produced for the amount due for St 1789 The Sahukar will pay the amount according to the instalments fixed In future he (Sardulsingh) shall produce a Sahukar's surety for the due amount every year He will be given a deduction of Rs 1½% for producing surety

Signed by Purohit Jadudas on behalf of Sardulsingh Shekhawat accepting the above conditions He (Sardulsingh) will pay the amount due under the Ijara for the period he holds it Dated Katik Sudi 3 St 1789 Sheosingh accepts responsibility for any deficit that there may be (Signature of) Sheosingh What is written above is correct

PANCHPANA-SINGHANA APPENDIX J

THE LEASE OF PARGANAH NARHAR IN 1739 A D (P S 107)

Sambat 1796 ***Ram***

Banam ra Sardulsinghji wa Zorawarsinghji jogya Chi ka kati sudi 10 Sambat 1796 Aprinch Narhar ki peshkash waghai Faujdari li lage chhe so than ne Sarkar sun Ijare Sa 1796 men die chhe tin ki jamni ru 30 000 ki bhejjo sahukar ki ar pachhli baqi ma Dalelsingh ki chhe tin ki nishan judi dijo ar raiyat bashindan li abadani rakhjo wa Jagirdaran ki razamandi rakhjo wa rah bhali bhanti chaljo Miti sadar

TRANSLATION

Sambat 1796 ***Name of God***

Letter to Sardulsingh and Zorawarsingh dated Katik Sudi 10 Sambat 1796 (=1739 A D)

The peshkash etc of the Faujdari of Narhar has to be paid It has been given to you in Ijara for St 1796 by the State You should furnish a sahukar's surety of Rs 30 000 for it and produce a separate surety for the last arrears due through Dalelsingh You should look after the welfare of the raiyats and inhabitants and keep the Jagirdars satisfied and be of good behaviour Dated as above

THE FIRST LEASE OF PARGANAH SINGHANA (P S 156)

Manzur *Shri Ramji*

Likhtan qabulayati Bakhatsingh Bhopalsingh Shekhawat atra parganah Singhano darobast sarkar su Ijaro liyo Sambat 1807 ki sialu tho rupiya 1 65 001 anko ek lakh painsath hazar ek ti maddhe badi baksya ru 5 000 baqi ru 1 60 001 anko ek lakh sath hazar ek sal bar sal dena aur Turkan ka Amil wa sarkar ka Amil wa Shekhawatan tahsil kiya hoi so mu tumar Chaudhri Qanungoha ka sun mujra le baqi rupiya dena Aur Balmukand ne dyawe Dilli ka kharach la so mujra lena aur maljamni sahukar ki sal bar sal mafiq sanad deni Daskhat Bakhatsingh Bhopalsingh Shekhawat Upar ko likho sahi Miti Mah Sudi 4 Sambat 1807 la Daskhat Radhakishan hukam Hazuri Das khat Harji Dipchand la hukam Hazuri

(Seal) Shri Gopinathji Sewak Bakhatsinghji

Raju Saru

TRANSLATION

Sanctioned *Name of God*

Bakhatsingh and Bhopalsingh Shekhawats agree to take the whole of parganah Singhana in Ijara from the State with effect from the autumn crop of Sambat 1807 (=1750 A D) for Rs 1 65 001 Of this sum Rs 5 000 has been remitted and the balance Rs 1 60 001 will be paid yearly If the officials of the Turks or of the State or the Shekhawats have already made any realizations these will be deducted according to the Chaudhris and Qanungos accounts and the rest will be paid If any amount is to be paid to Balmukand on account of Delhi expenses this sum also will be deducted A Banker s surety will be furnished every year in accordance with the grant Signed Bakhatsingh Bhopalsingh Shekhawats What is written above is correct Dated Mah Sudi 4 Sambat 1807 (=1750 A D) Signed Radhakishan under the orders of Hazur Signed Harji son of Dipchand under the orders of Hazur

Offered Seal of Bakhatsingh Accepted

THE JAGIR PATTAS IN SINGHANA (P. S. 330).

Jama Wasil taraf Shekhawati — Sambat 1846

Jama hal muwafik siyahe mal waghaira, mal Ijara asli.

Parganah Singhana.

*   *   *

Sambat 1845 jama rupiya ...		Rs 1,60,000
Bad Jagir ka patta ka tafsil zail — ...		" 50,000
Nawalsingh ki beta Narsinghdas Naharsingh pawe	Rs 12,500	
Bhopalsingh pawe chho so hal Baghsingh le	Rs 25,000	
Kesrisingh ka pota Ranjitsingh Shyamsingh pawe ...	Rs 12 500	
Baqi ..		Rs 1,10,000

*   *   *   *

TRANSLATION.

Collections of Shekhawati. — 1789 A. D.

Present assesment according to the accounts of land-revenue etc Gross Ijara revenue assessment

Parganah Singhana.

*   *   *   *

Assessment for Sambat 1845 (1788 A D) ...		Rs. 1,60,000
Deduct on account of the pattas of jagir, as detailed below —		" 50,000
Nawalsingh's sons, Narsinghdas and Naharsingh, receive ...	Rs 12 500	
Now Baghsingh receives what Bhopalsingh used to get	Rs 25 000	
Kesrisingh's grandsons, Ranjit singh and Shyamsingh, receive	Rs 12,500	
Balance ...		Rs 1,10,000

*   *   *   *

THE BHAYAN SARISHTA PATTAS IN PANCHPANA (P S 330B)

Fahrist taraf Shekhawati, parganah Jhunjhunu Narhar

* * *

Mujra mafik arsatta Sambat 1846 *56 259*
Age mujra Sambat 1823 men 4 440

* * *

Hal the mujra mandba lagia 51 819

I Ta Nawalsingh ka beta pota 18 074

* * *

Narsinghdas

Patta ka sarishta Bhayan ke rakhia jumla 12 000 maddhe Naharsingh 4 500 baqi (sanad nahin amal Rajaram St 1840 ka sun sarishta Bhayansar) 7 500

* * *

Naharsingh

Patta sarishta Bhayan ke 4 500

* * *

II *Ta Kesrisingh* 17 797

Shyamsingh Surajmal ka se Patta sighe sarishta Bhayan ke (bina sanad) 6 000

* * *

Ranjitsingh Hanotsingh ka Patta sighe (bina sanad) 6 000

* * *

III *Baghsingh* 12 600

* * *

Patta sighe sarishta Bhayan ke bhare (Bhopal singh Hazur men rahe chho jab Darbar mujra dechha chakri kariyan ab ghar baitha mujra le chhe) 12 000

IV *Zorawarsingh waghaira* 3 348

* * *

Jawansingh Arjunsingh ka patta sighe rakhe 2 500
Jaisingh cha sighe rakhe 200

* * *

EXTRACT FROM ANNALS OF AMBER BY LT COL JAMES TOD
(VOL III PP 1404-1407 AND 1412-13)

The Sadanis or Chieftains of northern Shaikhavati began to feel the bad effects of these feuds of the Raesalots, and to express dissatisfaction at the progressive advances of the Jaipur Court for the establishment of its supremacy Until this period they had escaped any tributary engagements, and only recognized their connexion with Amber by marks of homage and fealty on lapses which belonged more to kindred than political superiority But, as the armies of the Court were now *perpetually on the frontiers, and might* soon pass over, they deemed it necessary to take measures for their safety The township of Tui appertaining to Newalgarh had already been seized, and Ranoli was battered for the restoration of the subject of Partap These were grievances which affected all the Sadanis who, perceiving they could no longer preserve their neutrality, determined to abandon their internal dissensions *and form a system of general defence Accordingly, a general* assembly of the Sadani lords, and as many of the Raesalots as chose to attend, was announced at the ancient place of rendezvous Udaipur To increase the solemnity of the occasion and to banish all suspicion of treachery, as well as to extinguish ancient feuds and reconcile Chiefs who had never met but in hostility it was unanimously agreed that the most sacred pledge of good faith, the Nundab, or dipping the hand in the salt, should take place

The entire body of the Sadani lords with all their retainers met at the appointed time as did nearly all the Raesalots, excepting the joint Chieftains of Khandela, too deeply tainted with mutual distrust to take part in this august and national congress of all the children of Shaikhji' It was decided in this grand council that all internal strife should cease, and that for the future whenever it might occur there should be no appeals to the arbitration of Jaipur, but that on all such occasions or where the general interests were endangered a meeting should take place at 'the Pass of Udaipur,' to deliberate and decide, but above all to repel by force of arms if necessary, the further encroachments of the Court This unusual measure alarmed the Court of Amber, and, when oppression had generated determined resistance, it disapproved and disowned the proceedings of its lieutenant who was superseded by Rora Ram, with orders to secure the person of his predecessor His flight preserved him from captivity in the dungeons of Amber, but his estates, as well as those of the minister his brother, were resumed, and all their property was confiscated

Treaty between the Shaikhawats and Jaipur — The new commander, who was a tailor by caste, was ordered to follow the Haldia to the last extremity, for in these regions displaced ministers and rebels are identical It was expected if they did not lose their heads to see them in opposition to the orders of their sovereign lord, whose slaves they had so lately proclaimed themselves in fact, a rebel minister in Rajwara is like an ex-Tory or

ex-Whig elsewhere, nor does restoration to the councils of his sovereign, perhaps in a few short months after he carried arms against him, plundered his subjects, and carried conflagration in his towns, excite more than transient emotion. The new commander was eager to obtain the services of the assembled Shaikhawats against the Haldias, but experience had given them wisdom, and they not only exacted stipulations befitting their position, as the price of this aid, but, what was of more consequence, negotiated the conditions of their future connexion with the lord-paramount

The *first* article was the immediate restoration of the townships which the Haldia had seized upon, as Tui, Gwala, etc

The *second*, that the Court should disavow all pretensions to exact tribute beyond what they had voluntarily stipulated, and which they would remit to the capital

Third, that on no account should the armies of the Court enter the lands of the Confederation, the consequences of which had been so strongly marked in the atrocities at Khandela

Fourth, that the Confederacy would furnish a contingent for the service of the Court, which should be paid by the Court while so employed

The treaty being ratified, through the intervention of the new commander, and having received in advance 10000 rupees for their expenses the Chiefs with their retainers repaired to the Capital and after paying homage to their liege lord zealously set to work to execute its orders on the Haldia faction who were dispossessed of their estates But as observed in the annals of the parent State, Jaipur had obtained the distinction of the *jhutha darbar*, or 'lying Court', of the justness of which epithet it afforded an illustration in its conduct to the confederated chieftains, who soon discovered the difference between promises and performance They had done their duty but they obtained not one of the advantages for which they agreed to serve the Court, and they had the mortification to see they had merely displaced the garrisons of the Haldia for those of Rora Ram After a short consultation they determined to seek themelves the justice that was denied them Accordingly they assaulted in succession the towns occupied by Rora Ram's myrmidons drove them out, and made them over to their original proprietors

* * * *

The War on account of Krishna Kumari (1806 A D) That grand international war, ostensibly for the hand of the Helen of Rajwara was on the point of bursting forth The opening scene was in Sheikhavati, and the actors chiefly Sadhanis It will be recollected that though this was but the underplot of a tragedy, chiefly got up for the deposal of Raja Man of Jodhpur, in favour of Dhonkal Singh Raechand was then Diwan or Prime Minister, of Jaipur, and to forward his masters views for the hand of Krishna, supported the cause of the pretender

New Treaty with Jaipur The minister sent his nephew, Kirparam, to obtain the aid of the Shaikhawats who appointed Kishan Singh as interpreter of their wishes, while the Kher assembled at 'the Pass of Udaipur' There a new treaty was formed the main article of which was the liberation of their chieftains the joint Rajas of Khandela and the renewal of the ancient stipulations regarding the non-interference of the Court in their internal arrangements so long as they paid the regulated tribute Kishan Singh, the organ of the confederation together with Kirparam, left the assembly for the capital, where they soon returned with the ratification of their wishes On these conditions ten thousand of the sons of Shaikhji were embodied, and ready to accompany their lord-paramount wherever he might lead them, receiving *peti*, or subsistence, while out of their own lands

OCHTERLONY'S DESPATCHES OF 1818 A D AND ORDERS THEREON

PART I—DISPATCH No 9 FROM SIR DAVID OCHTERLONY, RESIDENT, TO J ADAM, Esq, SECRETARY TO GOVERNMENT, POLITICAL DEPARTMENT, DATED JAIPUR, 22ND JUNE, 1818

Sir,

In my dispatch No 7 I had the honour to acquaint you that the Maharaja had summoned his Chiefs to attend on the 15th instant, but I afterwards found there was a mistake in the calculation between the Hindoo and Mahomedan months and that the 17th was the day intended

2 On that day the far greater part of the Thakoors were assembled in the neighbourhood of the city, and a Grand Durbar was held at which I attended, but some of the principal Chiefs having been delayed by the heavy rain and other circumstances but accurate information having been obtained that they had certainly left their respective homes and were in progress, the Maharaja, on that day, only received the nuzzurs of his Dependants, and they retired without any subjects being discussed or even proposed

3 Previously to this meeting I had offered my opinion to the members of the administration in a general way, as to the measures to be pursued at the general meeting, but when the Time arrived I found them quite unprepared to put either their own or my Ideas into any shape or form, and it seemed to be their Intention to express in very few words the "Royal Will and Pleasure", and to dismiss them to chew the Cud of Reflection

4 I availed myself of the postponement to urge the administration to give somewhat of Form and Consistency to the Deliberations and advised that a Paper, expressive of the Maharaja's Intentions and Wishes should be read, and that, while he announced his positive intention to resume the Khalsa Lands he should declare his intention to continue every Chief in his ancient Rights and Domains and his determination not to take any vindictive retrospect

5 Adverting to what had been so ably effected at Oodaypoor I offered them a Translation of the Articles which had been sent to me by Capt Tod, and recommended that they should apply them, as far as the different circumstances of the two States would admit, to their own They appeared rejoiced to receive any Document that would serve them as a guide in a situation so novel, and more so to receive a Paper which could be quoted as a precedent and they promised to have something similar prepared for the next great Durbar

6 The indisposition of the Maharaja delayed this great Council till Yesterday (21st) when every Thakoor of the State of any note was present, with the exception

of Ubhay Singh of Khetrie whose son was said to be on the way and at a very short distance

7 It was not my wish to attend at this Durbar but to leave everything to their own management but it was so urgently represented to be the desire of the Raja that I should be present for a short time at the commencement and afterwards retire to an apartment in the Palace when my advice and opinion could be immediately resorted to that I consented

8 The costume of the Rajpoots and particularly, the rich Turbands of the Superior Chiefs gave an air of elegance to the Durbar and there was a silence and order which was extremely gratifying and far beyond what could possibly have been expected in so very numerous an assembly

9 I sat near the Raja whilst a Paper was very indistinctly read in the Jaipoor Language to the assembled Chiefs and I then took my leave and retired to the Apartment assigned me in the Palace Of what followed I am yet uninformed but I had not been long in my retirement before a Message from the Manager (Mohun Ram) informed me that there appeared great reluctance in the Chiefs to sign the paper and soon after a second messenger came with a particular request from the Raja that I would return to the Durbar adding that nothing could be done without my presence I immediately returned and learnt from the confidential servants that some of the principal Thakoors had withdrawn to consult Messages were sent to them but they did not reappear and the impression seemed to be that they would not return

10 On receiving this information I addressed myself to the Raja but sufficiently loud to be heard by the whole assembly that the absence of these Thakoors I hoped would not put a stop to the business of the Day That he would of course draw his own conclusions as I should mine from their withdrawing unless as I thought extremely probable they should perceive on Deliberation that nothing was required of them but what the strictest Justice and the Customs of the State fully warranted I then turned to the assembled Chiefs and told them if there was any one thing in the Paper which was at variance with the ancient customs of the Rauj and the Prerogatives of the Maharaja I would assure them of his anxious disposition to alter them when made known and I requested they would point them out I stopped for a moment and no one offering any objection I proceeded to say that the Maharaja had found it expedient to enter into Engagements with the British Government That in so doing he had considered his own individual interests and the Prosperity of his State that the Paper which had been read showed the Maharaja's Inclination to forget the past so far as his own future rights and interests were not affected That he had of his own accord held out Indulgences unknown in any preceding reign and that there was not a Chief who could refuse his assent to the Propositions but those who held the vain Expectation of retaining what they had unjustly usurped That

the Maharaja had pledged himself that the Chiefs, who were obedient and well disposed, should enjoy their ancient rights and domains, and he only required the same for himself I then closed my speech by saying that I had been sent by the Governor-General to maintain those rights, to assert them and to enforce them, in one word, that the Friends of the Maharaja were the Friends of the British Government, and his Enemies their Enemies, and on this principle I should always act—obedient, as they should be, to the Maharaja's commands which, I sincerely hoped, would never be prejudicial *to any of them and could and would only* be so, *if they failed in that* Duty which they must be sensible they owed to the Ruler of the State

11 On concluding my speech I requested the Raja's leave to retire and the Thakoors to consider what I had said as sincerely meant for their best and true Interests

12 I had not been long absent when I was again requested to attend, and I found them all busily employed in affixing their signatures The Rao Raja of Oomara, the most respected Thakoor of the State and who has certain hereditary claims to Distinction and Precedence, was, when I returned, expressing his reluctance to sign any Paper, as he said it seemed to imply some past Breach of Duty and Obedience, and as he was, and ever had been, a most faithful Vassal he could not see the necessity of his signing a Paper which could bear such an Interpretation

13 As this personage had not a single motive on the score of usurpation to *withhold his signature, I gave him every credit for dignified feeling*, but said that I had little expected from him, of whose sentiments, good sense and character I had received the most favourable Impressions to meet with any objection to arrangements which were intended to promote the Honour and Dignity of the Raja and the Interests of the State That tho' this was our first meeting, I had always hoped to have the aid of his influence and advice whenever I sought to place the Raja in the state which his ancestors had enjoyed He replied that no one could more anxiously wish it, and he hoped by my assistance that the Raaj would flourish and immediately *signed* the paper, and it was instantly announced to me that every Chief had signed

14 I offered the Raja my congratulations on the events of the day, and that I hoped that he and everyone present would early see the good effects of Peace and Tranquillity in the increasing prosperity of his Dominions

15 Forced by circumstances to take a prominent, I determined to take a decided, part, and my demeanour and language to the Maharaja was marked by the most respectful attention and I declared myself at once to be merely an auxiliary, but placed by the most noble the Governor General in my situation for the express purpose of maintaining his just rights and privileges

* * * * *

PART II — DISPATCH FROM SIR DAVID OCHTERLONY RESIDENT TO J ADAM Esq SECRETARY TO GOVERNMENT, POLITICAL DEPARTMENT DATED JAIPUR 1st OF JULY 1818.

Sir

I have the honour to acquaint you for the information of the Most Noble the Governor General in Council that the Thakoors etc of Shekawant having arrived with Bukhtour Sing the son of Ubhay Sing of Khaitree at their Head a Grand Durbar was held Yesterday — and after some discussion the several Chiefs affixed their signatures to the Documents transmitted in my dispatch No 9 (of 22nd June)

2 In the discussions which occurred yesterday it is with great Pleasure I mention that the Maharaja unprompted took a considerable part and made many just and forcible observations on the line of conduct which had hitherto been observed in the Durbar and the urgent necessity of an early and radical reform

3 In the course of the conversation the two principals Shaum Sing and particularly Bukhtour Sing stated they did not hold *any* lands for which they had not obtained regular grants from the Maharaja I asked at what time such grants had been obtained and on his (Bukhtour Sing s) replying about 5 or 6 years since ', I told him that I did not consider the Maharaja at that period to have had a will of his own That I know the land in general had been first usurped and then measures adopted with the Manager of the day to obtain a sunnud That it was no uncommon thing in Hindustan to grant lands to persons in favour and to resume them when they fell under Displeasure That it was particularly common in this Durbar as he must well know but in the present Instance there was an actual necessity for the measure as nearly all the Khalsa Lands of the State had got into the lands of Individuals most of whom could urge the same Plea The Maharaja had therefore resolved to resume all and the object of his being summoned was only to inform him of his determination

4 He was at full liberty to take time to consider of the Paper offered to him for signature and to depart in safety, if he thought proper to decline

5 If he did sign it he must expect as the first consequence that the Maharaja would call upon him for orders to his people in charge of the Khalsa Lands to deliver them over to the State and I added that I took that opportunity of asking him in full Durbar whether he had the slightest reason to expect from anything that had fallen from Mr Metcalfe that he would retain the new acquisitions and as I thought it might be serviceable to him I followed it up by asking if his Engagements had not been altogether conditional and that if the Maharaja formed a Treaty with the British Government he had not himself proposed that his connection should cease in so far as it affected his allegiance to the Maharaja On his ready admission of these facts I said that he was now called upon to show his obedience That this exigency of the State required an immediate and general resumption and the Maharaja

demanded it There would be no promise held out to any one — and it might be long before the Raj became so flourishing as to admit the Maharaja's indulging the generosity of his disposition but when it was in that State which peace order and attention gave reason to expect there would be no bar to the Exercise of his Liberality

6 This was the general tenor of my language but the observations were made at different Times and in the course of conversation which ended as I have reported in their affixing their signatures

7 On taking leave I desired Thakur Megh Singh to whisper to the Maharaja how highly I had been gratified by observing the Interest he had taken in the proceedings of this day and desired him to express my earnest hope that he would devote some part of his time and attention to Business which would gradually become familiar and easy He desired me to be told that seeing my Exertions and the anxious Interest I took in his affairs he could not be indifferent

8 Though the Paper has been signed by all I believe few have yet granted the requisite orders to put the Raj in possession but delay at this moment is not of any particular consequence or loss and my principal object is attained by having obtained their signature to a deed which settles all doubt as to the resumption of lands the retention of which was not only unjust from the manner in which they had been acquired but was incompatible with our Interests as those of the Raja

9 By this act also they have given assent to certain points which will be salutary in the general management of affairs and the administration can always refer to their own signature should they at any time violate the articles agreed on and it enables me to act without hesitation or delay if they attempt to evade the restitution of the Khalsa Lands which will be done I hope by few that the Raja himself is not adequate to chastise

10 Bapoo Scindia having put us in possession of the Town of Ajmer and promising the early delivery of the Fort I shall be at Liberty to address any Thakoor who delays restitution and I shall not march a force against any one without warning him particularly and earnestly of the ruinous consequences of his compelling me to send Troops against him

* * * * *

PART III — DISPATCH FROM J ADAM Esq , SECRETARY TO THE GOVERNOR GENERAL TO MAJOR GENERAL SIR DAVID OCHTERLONY, BART & G C B, RESIDENT IN RAJPUTANA, DATED ON THE GOGRA JULY 6th 1818

Sir

I have the honour to acknowledge the receipt of your dispatches of the number and dates noted in the margin, and to communicate to you the following observations and instructions of the Governor-General on the several important topics which they embrace

No 2	15th May
No 4	21st May
No 7	9th June
No 9	22nd June

2 — 4

* * * *

5 The attention of the Governor-General has been attracted in a particular manner to the contents of your dispatch No 9 which have afforded His Lordship singular gratification The immediate result of your able, judicious and moderate conduct on the occasion of the assembly of the Chiefs and the transactions connected with it has been entirely satisfactory and the Governor-General doubts not that its more permanent effects notwithstanding the circumstances of discouragement so justly remarked by you, will in the end be equally unambiguous in their beneficial character for the State of Jyepore

6 The calling on the Thakoors to execute a Paper containing the fundamental rules of their future relations with the Rajah, specifying also the relinquishment of their usurped possessions or authority, and the tenor of the articles comprehended in that document generally are entirely approved by the Governor-General It would have been difficult to have prescribed any other rule of universal application for the decision of questions arising out of the conflicting pretensions of the Rajah and the Chiefs and the determination of each special case on its own merits, would have been tedious and embarrassing and often unsatisfactory There is now a plain distinct rule founded on unquestionable positions of Justice, involving only points of notorious fact, which can be easily established

7 The part taken by you in the deliberations in the Assembly, under the circumstances of the direct appeal made to you, as well as the manner in which you performed the task thus unexpectedly thrown upon you, demand His Lordship's unqualified approbation and must have had the happiest effect on the minds of all the parties interested in those proceedings It is the wish of the Governor-General to habituate by every encouragement the Native authorities to act for themselves, as well from the intrinsic justice of the Principle as from the convenience of our not involving ourselves in the Current of Petty Details and this sure advantage attends the Policy that, when our Counsel is not obtrusive, but apparently shy of intervention, it will be always sought in those greater cases where alone we can have an interest for its operating in the scale

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OCHTERLONY'S ARTICLES OF AGREEMENT OF JUNE 1818 FOR THE JAIPUR STATE AND TOD'S QAULNAMA OF MAY 1818 FOR MEWAR.

ARTICLES AGREED TO BY THE THAKOORS OF KUTUHOOANA IN THE PRESENCE OF THE MAHARAJA OF JAIPOOR ON THE 21ST OF JUNE 1818

1 A Treaty of Peace and Friendship having been concluded between the British Government and the Sree Durbar of Jaipur it is agreeable to us — and we are ready to obey the orders of the Maharaja

2 The Jageers and Farms such as they were in the time of the elder Maharaja we shall *retain — all recent acquirements shall be disposed of according to the* will of the Durbar

3 We shall not harbour Thieves — Zories — Thugs — Foreign or domestic Meenas Baergurrias — Ladkanias etc within our respective Jurisdictions Such of them as shall embrace Husbandry shall be allowed to remain — and if in [any ?] case any shall be convicted of Theft or other Crime he shall be sent to the Durbar to receive punishment

4 Foreign or domestic merchants — Bunjaras — Beoparies etc shall be protected from one Jurisdiction to another None shall molest them Should they be plundered the owner of the place shall be responsible for the stolen property and it will rest with the Durbar to award further punishment

5 Conformably to order we shall render service whether at Home or Abroad agreeably to the usages of the Durbar — and whenever it shall please the Durbar to permit our Departure we shall return to our Homes On the day of the Dusehra we shall attend uncalled to pay our obeisance

6 The Brothers Sons and Dependants of *Chiefs* who have separate *puttas* from the Durbar shall render service separately to the Durbar and such as are natural dependants or relations shall render service to their proper Chief

7 Of old the duty levied on merchandize is the right of the Durbar and to the Durbar it shall belong Whoever shall oppress the Merchants under the plea of *former usage shall be punished The right of Zeemeendaree which of old* belongs to the Bhoomia Zeemeendar shall be received by him — besides which nothing in excess shall be demanded from the Beoparie

8 Formerly Jageerdars both old and new remained on Duty agreeably to the extent of his Jageer throughout the year — but now the Durbar thro Benevo lence *has formed the whole into two divisions each Division to remain on service 6* months — and on urgent occasions the whole shall attend The Bhoomias also agreeably to their former custom shall attend and render service

9 No Sardar shall oppress his Ryuts nor Tax them with Penalties without just cause

10 If from this writing there shall be any *deviation the Durbar shall act as to* its Judgement shall seem best — in which no blame shall be attached to it No Brother or Son *shall side with the offender God is witness to this writing*

TRANSLITERATION OF THE HINDI VERSION OF THE ARTICLES OF AGREEMENT MADE IN JUNE 1818 BETWEEN MAHARAJA JAGAT SINGH AND THE THAKURS OF THE JAIPUR STATE

16 July, San 31 Asl arzi hamgi Thakurlogan ki ba-huzur nawishta budand wasul awurd

Sri Ramji

Naqal tarjama Hindi arzi samast thakur Kuchaha chota bara ki Maharaja Sahib Bahadur ki huzur men jo sal samvat 1875 ka men mafiq san 1819 Isvi ke rubru Nasir Uddolah General Sahib Bhadur guzre hue ke likhi gai so Jaipur ka Darbar ke Vakil Lala Rai Hardayal guzrani mesula tarikh pehli July san 1826 Isvi, Samvat 1882 ka Agenti daftar men pahunchi

Araz samast Kuchahan ki malum hoi jo Sri Huzur sun mahan sarau ne formai jo Angrez Bahadur ke aur apne dosti bandhi tin ko Qual Namo huvo so mahan sarau ne qabul che hukam mafiq karsan Qasur nahin karsan

Bara Sri ji chatan jagir inaa chi so rakhna iwai ghat bad hni che so Durbar ki marzi mafiq rakhni

Ápna apna gawan ki sinva men chori zori thagai desi pardesi mina Bagaria Ladkhani waghairah chor ne koi rakhe nahin Zamin bahe so raho aur kahe men chori taqsir hoi tin ne Raj men hazir karno Darbar sun sazi dyo

Desi pardesi Binjara Sodagar Beopari waghairah jin ki sinva men ai utre tin ne zabti sun had par karno Koi lutba pave nahin Aur jin ki had men nuqsan hoi so mal ki nishan kare aur sazi pave

Hukam mafiq des pardes men chakri karni aur Khavindan ki rukhsat sun gharan jano Dasehra ne baghair bulaiyan salam ne hazir hono

Sri Durbar se bhai beto kisi ko jagir ko patto nyaro pavto hoi woh alehdo nokri kare aur jo wanke shamil khai piwe woh shamil kare

Qadim sun jo hasil Darbar ki Rahdari ko muqarrar che wo hi rehsi aur jo koi we sun ziada aur koi Rahdari ke bahane Beopari sen khechal karego so sazi pawego Aur haq zamindara aur Bhom ko jo leche so leo we siwai kuch khechal ne hoi *faqat*

Jo qadim sun jagirdar nawi purani ap apni jagir par barah mahini chakri men hazir rahe chi ab riayet aur maharbani ki nazar sun sab jagirdaran ki do hissa muqarrar huwa so we mafiq apni apni choki par che che mahina hazir raho

Pratap Singh Gudha ka
Salim Singh Tantiawas ko

Hamirdeka

Bakhtawar Singh Bhurtia ka
Kesri Singh
Rao Chand Singh Gogawat Duni ka
Gulab Singh Marwa ka
Lichman Singh Rungarh ka
Sheo Lal Khushal Singh ka

Rathore

Hari Singh Dawardma ko
Bharat Singh Gajgarh ko

Kalyanot

Sawai Singh Bajupara ko
Madho Singh Khandela ka
Chander Singh Umaid Singh ka Beroj ka
Bhawani Singh Ramgarh ka
Ratan Singh Baryal ka

Kumbhani Mangal Singh Bans Khoh ka

Bankawat Raja Lachman Ram Lawan ka

Shekhawat.

Rao Raja Lachman Singh Sikar ka
Bakhtawar Singh Ladkhani, Bajawas ka
Bakhtawar Singh Khachariawas ka
Sheo Singh Jhunjhunu ka
Berisal Ladkhani Dhingpura ka
Dastkhat Bakhtawar Singh ka Kahan Raja Abhey Singh ki salah sun kiya
Dastkhat Rao Hanot Singh ka Manoharpur ka
Dastkhat Raja Abhey Singh Khandela ka
Shyam Singh Jhunjhunu ka
Dastkhat Udai Singh Nawalgarh ka
Berisal Badhal ka
Bagh Singh ka

Sheobrahm Pota

Ram Singh Baniyana ka

Chander Singh, Bhairun Singh, Govind Singh, Gudha, Barnala ka waghairah ka

Badgujar Gopal Singh Arjan Singh Talohiri ka

Kunbhawat Raghunath Singh Bagwara ka

Balbhadrot.

Qayam Singh Achrol ka
Saleh Singh
Hindu Singh Bhadangpura ka
Kanh Singh Bhadangpura ka
Akhai Singh Bhadangpura ka

Chohan.

Lal Singh Palinheri ka
Bakhtawar Singh Dovka
Rao Mohan Singh Kawa ka

Lachman Chand Jadam

Bhati

Karan Singh
Deo Singh
Ajit Singh

Brahman.

Mahant Gambhiranandji
Misra Ganesh Narain

Mahajan.

Rao Chatra Bhuj
Rao Sukhlal

Musalman

Nawab Najaf Ali Khan
Qazi Aziz Mohammad
Nawab Mohammad Husain

Miti Asarh Sudi 5 Samvat 1888 ka Cavendish Sahib Bahadur ke nam Firsi ai muqam Ajmer, Hindvi likhi banda Kishore Chand Iliqa dafter Vakalat

Note — The original Hindi copy bears the initials "R C" It is believed that these are the initials of the Hon'ble Mr R Cavendish

Note.

1 A Hindi version of the Articles of Agreement between Maharaja Jagatsingh and the Thakurs of the Jaipur State, framed at Sir David Ochterlony's suggestion in June, 1818, was found on the 23rd of October, 1935, among the State Records The proceedings of the Inquiry Committee, appointed to report on the relations between H H the Maharaja and certain important Thikanas, were closed in March of this year, and I am asked to state my views as to the significance of the paper which has now come to light and of which a copy and transliteration have been sent to me

2 I cannot attempt a description of the document recently found, as I have not seen it It is certain that this is not the original paper signed by the Thakurs in 1818, for the preamble refers to the "Late" General Ochterlony (who died on the 14th of July, 1825) and recites that the document reached the Political Agent's Office on the 1st of July, 1826 There are also endorsements dated the 16th of July 1831 and Asarh Sudi 5, Sambat 1888, which to me suggest that possibly the document now found is a copy, made in 1831, of another earlier copy made in 1826 At the same time, it is clear beyond all questions that this paper is an authoritative copy of the Hindi document signed by the Thakurs in June, 1818

3 It is possible that the paper now produced was given by the Superintendent of Ajmer, Mr Cavendish, to the Jaipur State when the Jaipur Political Agent's Office was closed This closure occurred in 1831 Capt Low Political Agent at Jaipur "having been nominated Resident at Gwalior, the Agency was transferred to the Superintendent of Ajmer, the Hon'ble Mr Cavendish" The Jaipur Political Agent's Office was not reconstituted until 1838

4 The newly found document really tells us nothing that we did not know before, but it is of the highest *confirmatory* value in relation to the recent Inquiry We already possess English and Persian versions of the Articles of Agreement — and the English version is that on which the orders of the Government of India were passed The Hindi text adds nothing so far as the terms of the Agreement are concerned A list of Thakurs who signed the Agreement is appended to the new document and may be accepted as authoritative But this again adds very little to the evidence elicited in the course of the Committee's Inquiry We already possess Ochterlony's separate personal testimony to the fact that Sikar, Khetri and Uniara each signed the Articles of Agreement The new paper, therefore, only serves once more to confirm what has already been conclusively established by other evidence

5. One minor point in the recent Inquiry is now more fully elucidated. In para: 103 of the Panchpana-Singhana Report the Committee wrote: "After Ochterlony's death in 1825 the very Articles of Agreement were rapidly forgotten, with the result that after 1830 the status of the Feudatory Thakurs was altogether misinterpreted by the local Agents of the British Government". It is now possible to be more precise. It is certain that the Articles of Agreement were known to Mr Cavendish in 1831. It is equally certain that they were unknown to his successor Lt-Col Lockett. The year 1832 A D may, therefore, be accepted as the date from which the Articles passed into oblivion. Col Brooke's history (quoted in P S Report page 62) significantly observes that "from the time of the departure of Mr Cavendish to the reconstitution of the Agency in 1838 the records are very defective"

6 The new document also facilitates the refutation of some of the more extravagant arguments advanced by the Thikanas. For example, the Thakurs of Sikar, Panchpana-Singhana and Umara argue that they belonged in 1818 to a special class, distinct from that of the other Thakurs of the State — Mr Jackson, on behalf of the P S Thakurs, maintaining that the Articles of Agreements applied only to the Thakurs of 'Jaipur Proper'. The new paper now found, with its full list of Signatory Thakurs entered according to their sub-clans (*khanp*), shows that Sikar, Khetri, Umara, etc were at that time treated precisely as all the other Thakurs were treated. The Articles were of general application and were signed by all. This was sufficiently obvious from other circumstantial evidence and from the orders of the Government of India at the time. But this new paper provides a simple and direct proof of the correctness of the Committee's conclusion on this point.

7 Again Mr Jackson fancifully argued that the 8th of the Articles of Agreement in English and Persian, which affirmed the Durbar's right to Rahdari, was a mis-translation of the original Hindi (see para 88 of the P. S. Report). This idle supposition is now disposed of. The English version (of old, the duty levied on merchandize is the right of the Durbar, and to the Durbar it shall belong") and the Persian version ('az qadim rusum-i-rahdari haqq-i Darbar ast, dar Darbar khwahad mand') are rendered with sufficient accuracy in the Hindi version now made available ("Qadim sun jo hasil Darbar ki rahdari ko muqarrar chhai wohi rahsi")

8 The Hindi version further confirms the meaning of "chakari" and "Jagir ka patta". "Chakari" clearly means "military service" in both the Articles 5 and 8, in which it occurs. This places the Committee's interpretation of P S 330B in Appendix M, referred to in para 58 of the P. S Report beyond the reach of criticism. The expression "Jagir ka patta" in the 6th Article of the Hindi version, which is translated in the English version

CAPTAIN TOD'S QAULNAMAH OF 4TH MAY 1818. [AITCHISON III P 23]

1st All lands Khalsa obtained since the troubles and all lands seized by one Chief from another shall be restored [*See Jaipur Article 2*]

2nd All new Rukhwaree, Bhoom Lagut, shall be renounced

3rd Dan, Biswah, the right of the Government, shall be renounced from this day, such belongs to the Durbar alone [*See Jaipur Article 7*]

4th No Chiefs shall permit thefts in their estates They shall entertain no thieves, home or foreign as Mogeas, Baorees, Thorees, etc, nor shall any be permitted to remain, but those who may return to honest pursuits Should any of them revert to their old haunts they shall instantly be cut off All property stolen shall be made good by him in whose estate the theft is committed [*See Jaipur Article 3*]

5th Home or foreign merchants, all Kafilas, Beoparees Bunjaras who enter the country, shall be protected They shall in no way be injured or molested Whoever offends against this, his estate shall be confiscated [*See Jaipur Article 4*]

6th According to command, at home or abroad, service shall be performed The Chiefs shall be formed in four divisions each shall remain in attendance on the Durbar for three months, and then be dismissed to their homes Once a year a general assembly of the Chiefs shall take place It shall be on the festival of Dusserah, commencing 10 days previous and 20 days subsequent with the exception of the Omrahs on duty they shall be permitted to retire to their homes On urgent occasions or when their services are required all shall obey the summons to the Presence [*See Jaipur Articles 5 and 8*]

7th All feudatories (*puttaet*), relations and kindred holding by *sunnud* from the Durbar shall perform separate service They shall not perform with or remain united in, the larger fees (*puttas*) of others Relations and inferior vassals of Chiefs from whom they hold in fee, to them shall their services be rendered [*See Jaipur Article 6*]

8th No Chiefs shall oppress or commit violence on their ryots There shall be no exactions or fines this is ordained [*See Jaipur Article 9*]

9th What has been executed by Ajeet Singh, sanctioned and approved of by the Durbar, all shall agree to

10th Whoever shall depart from the above, the Prince shall punish, in this the fault will not lay in the Durbar Whoever fails, on him be the oath of Eklungjee and the Sree Durbar [*See Jaipur Article 10*]

Signed by the Maharana, Captain Tod and 33 Chiefs etc

ORDERS OF THE GOVERNMENT OF INDIA IN 1830 A D

No 4 *To F. Hawkins, Esq, Offg Resident, Delhi.*

Sir, I am directed to acknowledge the receipt of your Dispatch of the 10th ultimo, submitting copies of a correspondence with the Political Agent at Jyepore relative to the threatened invasion by the Jyepore Troops of the Kote Pootlee Estate belonging to the Rajah of Khetree, for the purpose of compelling the latter Chief to pay up arrears of revenue

2 In reply, I am directed to acquaint you that the tenor of your Instructions to the Political Agent, to prevent the Jyepoor Troops from entering the Kote Pootlee Estate, is entirely approved Jyepoor cannot be allowed to interfere with that Estate which, as held from us by the Khetree Chief and liable to resumption on failure of Heirs must be considered to be protected from aggression on the part of Jyepore In other respects the Chief of Khetree is not entitled to our interference in his support against the just demands of his Lord Paramount the Rajah of Jyepore *of whose Dominions Khetree forms an integral portion* (By Virtue of) the relation of Vassal or Feudatory of Jyepore, the Rajah of Khetree is subject to the Authority of that State, and, in the matter of his Vakeel who has been put to death by order of the Regent Rannee, or in that of the imprisonment of Thakoor Beejah Singh his maternal Grandfather the British Government cannot afford the redress solicited by the young Chief in his Letter to the Governor General The Tusullee Nama or Conditional Assurance received from Sir Charles Metcalfe distinctly declares that the Khetree Chief is subject to the Authority of the Jyepore State, and a reference to the Dispatch dated the 29th January, 1818, addressed by Sir Charles Metcalfe to the Chief Secretary to Government will show more completely the character of that Document, according to which, if Jyepore had not entered into a Treaty with the British Government, the Khetree Chief would have been received under our protection, but, the Treaty with that State having *been concluded, his allegiance to the Rajah of Jyepore remained unimpaired*

3 You will be pleased to make the necessary communication to the Khetree Chief, apprizing him of the real circumstances under which he stands with relation to the British Government as the Proprietor of Kote Pootlee, and you will decline to receive communications from his Vakeels at Delhi regarding any affairs but those of Kote Pootlee

FORT WILLIAM, *1st October, 1830* — I have etc (Signed) GEO SWINTON, Chief Secretary to the Government

THE GROSS ASSESSMENT OF PANCHPANA-SINGHANA IN 1818, A D.

Lease of Jhunjhunu Parganah	Rs	70 000	Likhtang of St 1797
Lease of Narhar Parganah	Rs	25,000	Accounts of St 1820
Peshkash etc	Rs	10,000	
A Total for Panchpana	Rs	1,05,000	
Lease of Singhana Parganah ..	Rs	1,50,000	Likhtang of St 1813
"Bhom" rights in 11 Singhana villages	Rs	10,000	Likhtang of St 1822
Total for Singhana .	Rs	1 60 000	Likhtang of St 1822

From the lease assessment of Singhana Parganah Rs 50 000 was first, deducted for jagirs and, later, omitted altogether — Accounts of Sts 1826 1845, 1852 and 1860

From the "Bhom" villages assessment, Rs 4 000 was omitted in respect of villages held by those who had no share in the lease of Singhana Parganah — Accounts of St 1852

The gross Singhana account was therefore, shown in 1818 A D as follows —

B Lease of Singhana Parganah	Rs	1 00 000	Accounts of St 1860 61
C "Bhom" rights in 7 Singhana villages	Rs	6 000	
Total for Singhana ..	Rs	1,06 000	Accounts of St 1860

The gross assessment at A B and C above was thus partitioned in 1818 A D = 1875 St

Pana	Sharer s name	A	1½% on A	B	C	Total	S N
Kishansingh	Abhaisingh	17 600	264	50 000 1/2 of B	1 200	69 064	I
	Paharsingh	10 560	158	Nil	Nil	10,718	II
		28 160 4/15ths of A					
Kesrisingh	Shyamsingh	21,120	315	18 750	1 800	41 985	III
	Sheojisingh	7 040	105	6 250	600	13 995	IV
		28 160 4/15ths of A		25 000 1 4 of B			
Nawalsingh	Narsinghdas	21 706	326	15 625	1,500	39 157	V
	Naharsingh	6 454	97	9 375	900	16 826	VI
		28 160 4/15ths of A		25 000 1/4 of B			
Zorawarsingh	Pirthisingh Indarsingh Ranjitsingh Dhirajsingh	21 120 1/5th of A	317	Nil	Nil	21 437	VII
Grand Total		1 05 000	1 582	1 00 000	6 000	2 13 182*	

* This is in Madhopuri coin

In reproducing the account we have corrected some obvious errors to make the statement clear and complete, which explains a difference of Rs 62 between the grand total here and that in the original account

PART I — ABHAISINGH'S PANA

(KHETRI)

	Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875	69 064 0 0
Additions	563 8 6 (a)
Gross Total	69 627 8 6
Deductions	38,370 3 6 (b)
	Jharshahi Rs.
Present Net assessment	31 257 5 0 *

	S N	Particulars.	Madhopuri Rs	Reference
(a) Detail of additions	1	Barhti	563 8 0	Accountant General's certificate Dated December 14 1932
(b) Detail of deductions	2	Patta	18 000 0 0	Letter of St 1869
	3	Pateli	2 000 0 0	Accounts of St 1875
	4	Khetri inam	3 500 0 0	Accounts of St 1875
	5	Khudiana village	2 400 0 0	Accounts of St 1875
	6	Shri Kishan Sah	850 0 0	Accounts of St 1875
	7	Punyarth or charity	608 0 0	Accounts of St 1875
	8	Bharna (reduction for cash instead of kind) at 3/16ths of (69 064 minus 27 308 total of items 2 to 7=) 41 756	7 829 4 0	
	9	2% on (69 064 minus 35 137-4 0 total of items 2 to 8=) 33 926 12	678 8 0	
	10	Bhog Gopalji	112 8 0	
	11	Batta at Rs 7 13 0% on 33 811 12 6 (being 33 926 12 0 minus item No 10 plus item No 1) for converting Madhopuri into Jharshahi coin	2 441 15 6	Accountant General's certificate dated December 14 1932
		Total deductions	38,370 3 6	

* This excludes Rs 44 000 for Babu The total present assessment including Babu is Rs 75 257 5 in Jharshahi rupees — see item 11

PART II—ABHAISINGH'S PANA
(KHETRI)

	Madhopuri Rs
Gross basic assessment in 1818 A D	69 064 0 0
Additions	563 8 6 (a)
Gross Total	69 627 8 6
Deductions	25 424 1 6 (b)
	Jharshahi Rs
Proposed Net assessment	44 203 7 0*
Or in round figures	44 000 0 0

	S N	Particulars	Madhopuri Rs	Reference
(a) Details of additions	1	Barhti	563 8 0	
(b) Detail of deductions	2	Pateli	2 000 0 0	
	3	Khetri Inam	3 500 0 0	
	4	Khudiana village	2 400 0 0	
	5	Shri Kishan Sah	800 0 0	
	6	Punyarth or Charity	608 0 0	
	7	Bharna (reduction for cash instead of kind) at 3/16th of (69064 minus 9308 total of items 2 to 6)—59756	11,204 4 0	
	8	2% on (69064 minus 20512 4 0 total of items 2 to 7)=48551 12 0	9 1 0 0	
	9	Bhog Gopalji	112 8 0	
	10	Batta @ 7 13-0 % on 49002 12 6 (48551 12-0 minus item No 9 plus item No 1 for converting Madhopuri into Jharshahi coin	3 828 5 6	
		Total deductions	25 424 1 6	

* This excludes Rs 44 000 for Babai

PART III—PAHARSINGH'S PANA

(BADANGARH, ALSISAR, HIRWA, SINGRA AND ARUKA)

		Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875		10,718 0 0
Additions	...	328 12 3 (a)
Gross Total		11,046 12 3
Deductions		4,221 12 0 (b)
Present Net assessment		6,825 0 3

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	200 0 0	Accounts of St 1875
	2	Bhent	6 14 0	
	3	Barhti	121 14 3	Revenue Department account of St 1988
		Total additions	328 12 3	
(b) Detail of deductions	4	Remission (details not given)	1,360 0 0	Accounts of St 1875
	5	Bharna (reduction for cash instead of kind)	2,339 8 0	
	6	2 par (2 per cent)	136 14 0	Accounts of St 1887 and 1902 in A G s office vide his certificate dated January 10th 1933 A D
	7	Unexplained deduction	385 6 0	
		Total deductions	4 221 12 0	

PART IV—PAHARSINGH'S PANA

(*BADANGARH, ALSISAR, HIRWA, SINGRA AND ARUKA*)

	Madhopuri Rs
Gross basic assessment in 1818 A D	10 718 0 0
Additions	328 12 3 (a)
Gross Total	11 046 12 3
Deductions	4 221 12 0 (b)
Net present assessment	6 825 0 3
Proposed in round figures	7 000 0 0

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	200 0 0	
	2	Bhent	6 14 0	
	3	Barhti	121 14 3	
		Total additions	328 12 0	
(b) Detail of deductions	4	Remission (details not given)	1 360 0 0	
	5	Bharna (reduction for cash instead of kind)	2 339 8 0	
	6	2 par (2 per cent)	136 14 0	
	7	Unexplained deduction	385 6 0	
		Total deductions	4 221 12 0	

PART V — SHYAMSINGH'S PANA

(*BISSAU AND SURAJGARH*)

	Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875	41 985 0 0
Additions	1 231 2 0 (a)
Gross Total	43 216 2 0
Deductions	25 552 5 9 (b)
Present Net Assessment	17 663 12 3

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	900 0 0	Accounts of St 1875
	2	Bhent	19 5 0	Accounts of St 1890
	3	Barbti	311 13 0	Revenue Department Accounts of St 1988
		Total additions	1 231 2 0	
(b) Detail of deductions	4	Patta	9 000 0 0	Accounts of St 1875
	5	Chaudhri	3 000 0 0	Accounts of St 1875
	6	Dulad village	1 000 0 0	Accounts of St 1875
	7	Kabila (maintenance of ladies of house)	3,250 0 0	Accounts of St 1890
	8	Men killed in action	712 8 0	Accounts of St 1875
	9	Punyarth or charity	502 4 0	Accounts of St 1875
	10	Bharna (reduction for cash instead of kind)	5 206 15 0	Accounts of St. 1875
	11	Kharch remitted for services rendered	900 0 0	
	12	Remission for attendance at the Court in the past	1 625 0 0	Accounts and parwana of St 1890
	13	2 par (2 per cent)	354 2 0	Accounts of St 1902 in A G s office vide his certificate dated 10-1 33
	14	Arithmetical error	1 8 9	Accounts of St 1887
		Total deductions	25 552 5 9	

PART VI — SHIAMSINGH S PANA

(*BISSAU AND SURAJGARH*)

	Madhopuri Rs
Gross basic assessment in 1818 A D	41 985 0 0
Additions	1 231 2 0 (a)
Gross Total	43 216 2 0
Deductions	18 386 1 0 (b)
Proposed Net assessment	24 830 1 0
or in round figures	25 000 0 0

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	900 0 0	
	2	Bhent	19 5 0	
	3	Barhti	311 13 0	
		Total additions	1 231 2 0	
(b) Detail of deductions	4	Chaudhri	3 000 0 0	
	5	Dulad Village	1 000 0 0	
	6	Men killed in action	712 8 0	
	7	Punyarth or charity	50? 4 0	
	8	Bharna (reduction for cash instead of kind) @ 3/16th of (41985/ minus 5214 1 0 total of items 4 to 7) = 36 70 4 0	6 894 6 0	
	9	Kabila maintenance of ladies of house)	3 ?50 0 0	
	10	Kharch remitted for service rendered	900 0 0	
	11	Remission for attendance at Court in the past	1 ?25 0 0	
	12	2 par (? per cent) on (41985/ plus Rs 919—5—0 total of items 1 and 2 minus 1 884 ? 0 total of items 4 to 11) = 25020 3 0	500 6 3	
	13	Arithmetical error	1 8 9	
		Total deductions	18 386 1 0	

PART VII — SHEOJISINGH'S PANA

(DUNDLOD)

	Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875	13 995 0 0
Additions	497 14 9 (a)
Gross Total	14 492 14 9
Deductions	7 907 5 0 (b)
Present Net assessment	6 585 9 9

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	300 0 0	Accounts of St 1875
	2	Bhent	7 11 0	
	3	Barhti	117 9 9	Revenue Department account of St 1988
	4	Unexplained additions	72 10 0	
		Total additions	497 14 9	
(b) Detail of deductions	5	Patta	3 000 0 0	Accounts of St 1875
	6	Chaudhri	1 000 0 0	
	7	For men killed in action	237 8 0	
	8	Punyarth or charity	114 12 0	
	9	Bharna (reduction for cash instead of kind)	1 809 0 0	
	10	Further remission	1 614 1 0	Accounts of St 1893
	11	2 par (2 per cent)	132 0 0	Accounts of St 1887 in A G s office *vide* his certificate dated January 10, 1933
		Total deductions	7 907 5 0	

PART VIII—SHEOJISINGH'S PANA
(DUNDLOD)

	Madhopuri Rs
Gross basic assessment in 1818 A D	13 995 0 0
Additions	497 14 9 (a)
Gross Total	14 492 14 9
Deductions	5 517 9 6 (b)
Proposed Net assessment	8 975 5 3
Or in round figures	9 000 0 0

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	300 0 0	
	2	Bhent	7 11 0	
	3	Barhti	117 9 9	
	4	Unexplained additions	72 10 0	
		Total additions	497 14 9	
(b) Detail of deductions	5	Chaudhri	1 000 0 0	
	6	For men killed in action	237 8 0	
	7	Punyarth or charity	114 12 0	
	8	Bharna (reduction for cash instead of kind) at 3/16th of (13995 minus 1352 4 0 total of items No 5 to 7)—12642 12 0	2 370 8 3	
	9	Further remission	1 614 1 0	
	10	2 par (2 per cent) on (13995 minus 5336-13 3 total of items 5 to 9 plus 380 5-0 total of items No 1 2 and 4)=9038-7 9	180 12 3	
		Total deductions	5 517 9 6	

PART IX—NARSINGHDAS' PANA

(*NAWALGARH and MANDAWA*)

	Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875	39 157 0 0
Additions	1 142 15 0 (a)
Gross Total	40 299 15 0
Deductions	19 445 7 9 (b)
Present Net assessment	20 854 7 3

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	750 0 0	Accounts of St 1875
	2	Bhent	20 9 0	
	3	Bachti	372 6 0	Revenue Department account of St 1988
		Total additions	1 142 15 0	
(b) Detail of deductions	4	Patta	7 500 0 0	Accounts of St 1875
	5	Chaudhri	1 250 0 0	
	6	Lalsingh killed in action	2 000 0 0	
	7	Other men killed	437 8 0	
	8	Kunwarpada	500 0 0	
	9	Sorawata village	600 0 0	
	10	Punyarth or charity	1 654 0 0	
	11	Bharna (reduction for cash instead of kind)	1 840 9 0	
	12	2 par (2 per cent)	419 8 0	Account of St 1902 in A G s Office vide his certificate dated 10 1 33
	13	Unexplained remission	843 14 9	
		Total deductions	19,445 7 9	

PART X—NARSINGHDAS' PANA

(*NAWALGARH and MANDAWA*)

	Madhopuri Rs
Gross basic assessment in 1818 A D	39,157 0 0
Additions	1,142 15 0 (a)
Gross Total	40,299 15 0
Deductions	13,473 7 3 (b)
Proposed Net assessment	26,826 7 9
or in round figures	27,000 0 0

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	750 0 0	
	2	Bhent	20 9 0	
	3	Barhti	372 6 0	
		Total additions	1142 15 0	
(b) Detail of deductions	4	Chaudhri	1250 0 0	
	5	*Lalsingh killed in action*	2000 0 0	
	6	Other men killed	437 8 0	
	7	Kunwarpada	500 0 0	
	8	Sarwaita village	600 0 0	
	9	Punyarth or Charity	1054 0 0	
	10	Bharna (reduction for cash instead of kind) @ 3 16th of (39157 minus 5841 8-0 total of items No 4 to 9=) 33315 8 0	6246 10 6	
	11	2 par (2 per cent) (on 39157 minus 12088 2 6 total of items No 1 to 10=) 27068-13 6	541 6 0	
	12	Unexplained remission	843 14 9	
		Total deductions	13473 7 3	

PART XI—NAHARSINGH'S PANA

(JAKHORA, PARASRAMPURA, KOLINDA, ISMAILPUR, DAURASAR, KUMBHAWAS and MAHENSAR)

		Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875		16,826 0 0
Additions	...	620 9 0 (a)
Gross Total		17,446 9 0
Deductions		8,469 11 6 (b)
Present Net assessment		8,976 13 6

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Kharch	450 0 0	Accounts of St 1875
	2	Bhent	8 15 0	
	3	Barhti	161 10 0	Revenue Department account of St 1958
		Total additions	620 9 0	
(b) Detail of deductions	4	Patta	4 500 0 0	Accounts of St 1875
	5	Chaudhri	750 0 0	
	6	Men killed in action	262 8 0	
	7	Punyarth or charity	240 0 0	
	8	Bharna (reduction for cash instead of kind)	2 076 3 0	
	9	2 par (2 per cent)	180 0 0	Accounts of St 1887 in A G s office vide his certificate dated January 10th, 1933
	10	Unexplained remission	461 0 6	
		Total deductions	8 469 11 6	

PART XII — NAHARSINGH'S PANA

(*JAKHORA, PARASRAMPURA, KOLINDA, ISMAILPUR, DAURASAR, KUMBHAWAS and MAHENSAR*)

	Madhopuri Rs
Gross basic assessment in 1818 A D	16 826 0 0
Additions	620 9 0 (*a*)
Gross Total	17 446 9 0
Deductions	4 886 10 0 (*b*)
Proposed Net assessment	12 559 15 0
Or in round figures	12 500 0 0

	S N	Particulars	Madhopuri Rs	Reference
(*a*) Detail of additions	1	Kharch	450 0 0	
	2	Bhent	8 15 0	
	3	Barhti	161 10 0	
		Total additions	620 9 0	
(*b*) Detail of deductions	4	Chaudhri	750 0 0	
	5	Men killed in action	262 8 0	
	6	Punyarth or charity	240 0 0	
	7	Bharna (reduction for cash instead of kind) at 3/16ths of (16 826 minus 1 252 8-0 total of items 4 to 6=)15 573 8 0	2 920 0 6	
	8	2 par (2 per cent) on (16 826 minus 4 172 8 6 total of items 4 to 7=) 12 653 7 6	253 1 0	
	9	Unexplained remissions	461 0 6	
		Total deductions	4 886 10 0	

PART XIII — ZORAWARSINGH'S PANA

(*MALSISAR, TAIN, DUMRA, MANDRELA, SULTANA, GANGIASAR and DABRI*)

		Madhopuri Rs
Gross basic assessment in 1818 A D or St 1875	..	21 437 0 0
Additions	...	740 12 9 (*a*)
Gross Total		22 177 12 9
Deductions		8 847 15 6 (*b*)
Present Net Assessment	..	13 329 13 3

	S N	Particulars	Madhopuri Rs	Reference
(*a*) Detail of additions	1	Kharch	400 0 0	Accounts of St 1875
	2	Bhent	12 9 9	Accounts of St 1875
	3	Barhti	236 7 3	Revenue Department Account of St 1988
	4	Unexplained addition	91 11 9	
		Total additions	740 12 9	
(*b*) Detail of deductions	5	Patta	2 500 0 0	Accounts of St 1875
	6	Men killed in action	700 0 0	Accounts of St 1875
	7	Sarwas village	600 0 0	Accounts of St 1875
	8	Jaisingh	200 0 0	Accounts of St 1875
	9	Gumansingh	150 0 0	Accounts of St 1875
	10	Punyarth or charity .	144 0 0	Accounts of St 1875
	11	Bharna (reduction for cash instead of kind)	4 286 14 6	Accounts of St 1875
	12	2 par (2 per cent)	267 1 0	Accounts of St 1887 in A G s office *vide* his certificate dated 10-1 33
		Total deductions ...	8 847 15 6	

PART XIV—ZORAWARSINGH'S PANA

(*MALSISAR, TAIN, DUMRA, MANDRELA, SULTANA, GANGIASAR and DABRI*)

	Madhopuri Rs	
Gross basic assessment in 1818 A D	21 437 0 0	
Additions	740 12 9	(a)
Gross Total	22 177 12 9	
Deductions	6 999 6 3	(b)
Proposed Net assessment	15 178 6 6	
Or in round figures	15 000 0 0	

	S N	Particulars	Madhpuri Rs	Reference
(a) Detail of additions	1	Kharch	400 0 0	
	2	Bhent	12 9 9	
	3	Barhti	236 7 3	
	4	Unexplained additions	91 11 9	
		Total additions	740 12 9	
(b) Detail of deductions	5	Men killed in action	700 0 0	
	6	Sarwas village	600 0 0	
	7	Jaisingh	200 0 0	
	8	Gumansingh	150 0 0	
	9	Punyarth or Charity	144 0 0	
	10	Bharna (reduction for cash instead of kind) @1/4th of (21437 minus 1794 total of items No 5 to 9=)19643	4 910 12 0	
	11	2 par (2 per cent) on (21437 minus 6704 12 0 total of items No 5 to 10=) 14732-4 0	294 10 3	
		Total deductions	6 999 6 3	

SUMMARY OF PRESENT AND PROPOSED NET ASSESSMENTS OR MAMLA

Serial No	Name of Pana		Name of Thikana	Present assessment (Rs A P)	Proposed assessment (Rs A P)	Amount of enhancement (Rs A P)	Remarks
I	Kishansingh	Kishansingh	Khetri	31 257 5 0	44 000 0 0	12 742 11 0	Jharshahi
II	Paharsingh	Kishansingh	Badangarh	1 706 4 0	1 750 0 0	43 12 0	
			Alsisar	1 706 4 0	1 750 0 0	43 12 0	
			Hirawa	853 2 0	875 0 0	21 14 0	
			Singra	853 2 0	875 0 0	21 14 0	
			Aruka	1 706 4 3	1 750 0 0	43 11 9	
			Total	6 825 0 3	7 000 0 0	174 15 9	Madhopuri
III	Sheojsingh	Kesrisingh	Dundlod	6 585 9 9	9 000 0 0	2 414 6 3	Madhopuri
IV	Shyamsingh	Kesrisingh	Bissau	9 067 12 6	12 834 0 0	3 766 3 6	
			Surajgarh	8 595 15 9	12 166 0 0	3 570 0 3	
			Total	17 663 12 3	25 000 0 0	7 336 3 9	Madhopuri
V	Narsinghdas	Nawalsingh	Nawalgarh	10 224 11 3	13 237 0 0	3 012 4 9	
			Mandawa	10 629 12 0	13 763 0 0	3 133 4 0	
			Total	20 854 7 3	27 000 0 0	6 145 8 9	Madhopuri
VI	Naharsingh	Nawalsingh	Jakhora	2 061 13 6	2 871 0 0	809 2 6	
			Parasrampura	1 861 2 0	2 591 0 0	729 14 0	
			Kolinda	930 9 0	1 296 0 0	365 7 0	
			Ismailpur	687 3 0	957 0 0	269 13 0	
			Dorasar	687 6 0	957 0 0	269 10 0	
			Kumbhawas	687 4 6	957 0 0	269 11 6	
			Mahensar	2 061 7 6	2 871 0 0	809 8 6	
			Total	8 976 13 6	12 500 0 0	3 523 2 6	Madhopuri
VII	Zorawarsingh	Zorawarsingh	Gangiasar	1 970 5 6	2 218 0 0	247 10 6	
			Dabri	1 970 0 3	2 218 0 0	247 15 9	
			Tain	1 317 8 6	1 482 0 0	164 7 6	
			Mandrela	2 509 9 3	2 880 0 0	370 6 9	
			Malsisar	3 008 7 0	3 385 0 0	376 9 0	
			Dumra	498 14 0	561 0 0	62 2 0	
			Sultana	2 005 0 9	2 256 0 0	250 15 3	
			Total	13 329 13 3	15 000 0 0	1 670 2 9	Madhopuri
			Grand Total	1 05 492 13 3	1 39 500 0 0	34 007 2 9	Jharshahi & Madhopuri

REPORT

ON

BABAI

BY

C U WILLS, CIE, ICS *(retired)*

PANDIT SEETLA PRASAD BAJPEYI, CIE,
RAI BAHADUR *(Chief Justice, Jaipur State)*

THAKUR MAHENDRA PAL SINGH OF KOTLA
(U P Civil Service)

FORMING
THE COMMITTEE OF INQUIRY
APPOINTED IN ACCORDANCE WITH
JAIPUR STATE GAZETTE NOTIFICATION No 17164
DATED THE 17TH OF NOVEMBER 1933

Delhi—Printed at the I M H PRESS

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dated but forwarded with the Superintendent Court of Wards' demi-official letter No 386 dated the 9th of November 1934 The same Officer also informed us that Khetri did not wish to enter upon further oral argument before us We were content therefore, to append this additional written argument to our proceedings after making certain marginal comments upon it

2 The Babai taluq or parganah is a compact group of some 20 villages, lying to the east and south of Khetri, the headquarter town of the important Thikana of that name Successive Rajas of Khetri have claimed to hold Babai as an integral part of their Thikana, and have long exercised many sovereign powers in the parganah, precisely as they have exercised them in the main part of their Estate The Jaipur Darbar on the other hand has ever since the Treaty with the British in 1818, consistently maintained that Babai is held by Khetri on a lease-tenure quite distinct from and inferior to its tenure in the main Thikana

We now proceed to detail in narrative form and as far as possible, in historical sequence, the evidence available regarding the tenure on which the Rajah of Khetri holds the taluq or parganah of Babai

Part II — TENURE HISTORY TO 1818 A D

3 The tenure history of Babai prior to 1818 has no bearing on the question now at issue, but may be briefly summarized Maharaja Sawai Jaisingh obtained the Babai parganah from the Moguls about 1730 A.D , and in 1736 gave it on lease or Ijara to Dalelsingh Rajawat It later passed to Dalelsingh's son Rajsingh who agreed to pay an annual rent of Rs 4,500 In the 'eighties of the 18th century the Imperialist forces (first, under Najaf Kuli Khan and, later under Mahadji Sindia) being hostile to Maharaja Pratapsingh of Jaipur ousted the Rajawat family to make room for the Shekhawats of Khetri, in whose favour Maharaja Pratapsingh eventually issued a Khas Mohar Parwana in 1791 A D, giving them possession subject to the usual assessment But in 1798 A D., after Mahadji's death the old Rajawat family was restored to Babai by Maharaja Pratapsingh with the conventional annual assessment of Rs 4,500 per annum on payment of a *nazarana* amounting to Rs 54,501 In 1806 the Ijara was renewed in favour of the Rajawats — on their promising to pay a *nazarana* of 1¼ lakhs, and their possession then continued until

they were finally and forcibly ousted by Abhaisingh Shekhawat of Khetri in 1812 A D The year is specifically recorded in both the Christian and Vikrami eras in an inscription in the Baghor Fort (App D)

4 After forcibly occupying Babai in 1812, Abhaisingh sought to validate his position On the 24th of August, 1813 (Bhadon Badi 13, St 1869), he made his "salam" to Maharaja Jagatsingh for the pargannah (App E), and on the 12th of September, 1813 (Asoj Badi 5 St 1870), he secured a letter from the then Chief Minister, Misr Sheonarayan, granting him Babai with an annual assessment of Rs 4 500, on payment of a *nazarana* of Rs 1,00,001 (App F) This was followed in 1814 A D by two almost identical letters from Misr Sheonarayan, dated, respectively, the 15th of November (Katik Sudi 3, St 1871) and the 14th of December (Mangsar Sudi 3, St 1871), whereby the pargannah and its headquarter town, with mineral rights *(Kanat)* and the right to impose a tax on trade *(Zakat)*, were conveyed to Abhaisingh in perpetuity, to be held by him without further *nazaranas* on the old annual assessment of Rs 4 500 (App G) These two letters of 1814 are in Khetri's possession, but no copies have been traced among the records of the State

5 The political situation in Jaipur in 1813 can be gleaned from the "Memoirs of Amir Khan"— an extract from which forms Appendix C to this report A footnote by Mr H T Prinsep, who translated the Memoirs, shows that, in March 1813, a local party had been formed in Jaipur 'at the head of which were the Uniara and Khetri Chiefs whose policy was to negotiate with Amir Khan This Predatory Chieftain had established his 'garrisons and cantonments throughout the Jaipur country, and an intrigue was set on foot by the Amir to secure for Misr Sheonarayan his place in the ministry of Jaipur, and encouraged by his support this ex-Dewan came from Kochawan in Jodhpur and was placed at the head of affairs Maharaja Jagatsingh's authority had already been reduced by Amir Khan "to a state of feebleness and prostration which bordered closely upon dissolution (Kaye's *Life of Metcalfe*, quoted in Mr Wills Report, para 33) Misr Sheonarayan was thus the head of the local political party to which Abhaisingh of Khetri adhered and we may safely infer that the former's letters to the latter validating in 1813-14 his usurpation of Babai in 1812,

were simply that Chief Minister's concessions to one of his more prominent supporters

PART III — THE RESUMPTION OF BABAI ON THE 30TH OF JUNE 1818 A D

6 Abhaisingh of Khetri continued to hold Babai under the letters he had received from Misr Sheonarayan until the intervention of the British in 1818 A D It was one of the understood conditions of the Treaty of that year *that the authority of the Maharaja would be re-established by the British* and that grants and usurpations effected between 1803 and 1818 would be restored to him H T Prinsep in his *Political and Military Transactions in India* (Vol I p 379) specifically refers to the British guarantee of maintaining the Raja's authority offered to Maharaja Jagatsingh if he entered into alliance with the British, and Mill (*History* II p 147 tells us that there was a strong party at the Maharaja's Court opposed to the alliance as they apprehended it would give the Raja the *means of recovering from them the lands they had taken advantage of* his distress to usurp Again Prinsep writes (Vol II p 371) 'Jaipur like Udaipur owed no specific money tribute either to Marathas or Pathans, but the usurpations of both and of the Feudatory Thakurs had reduced the Court to the lowest scale of impoverishment The remuneration demanded for relief by our means from these evils was proportionately high' (See also the quotation from Prinsep in para 18 below) It is apparent from all this that there was a clear understanding at the time of the Treaty *of 1818 that the British Government would re-establish the* Maharaja's authority while the fixation of tribute had a definite relation to the task, which the British undertook, of restoring to the Maharaja the lands which had since 1803 improperly passed from his control. Accordingly we read that 'the first duty urged on the Maharaja after the conclusion of the Treaty, was the resumption of the lands usurped by the Nobles and the reduction of the Nobles to their proper relation of subordination to the Maharaja' (Aitchison's *Treaties* Vol III p 58)

7 *The two outstanding usurpations by the Nobles, or local Thakurs,* were the seizure of Khandela and Rewasa parganahs by Sikar in 1813,

and the seizure of Babai parganah by Khetri in 1812 Both of these usurpations had been rendered possible by the activities of Amir Khan, and both of them were dealt with by the Resident, Sir David Ochterlony, in the same way He called upon all the Thakurs of note in the State to sign certain "Articles of Agreement" (App J) drawn up on the same lines as those followed by Capt Tod in dealing with a precisely similar problem in the Udaipur State The second of those Articles declared that "The Jageers and Farms such as they were in the time of the elder Maharaja [Pratapsingh who died in 1803] we [the Thakurs] shall retain — *all recent acquirements shall be disposed of according to the will of the Durbar*' Sikar, who may be assumed to have signed the Articles of Agreement at the first Grand Durbar or General Assembly of the Thakurs on the 21st of June, was required on the 4th of July following to accept a simple three-years lease of the Khandela and Rewasa parganahs which he had usurped Bakhtawarsingh of Khetri was similarly, at a second Grand Durbar on the 30th of June required to sign the same Articles of Agreement, and on the following 15th of July had to accept, in his father Abhaisingh's name, a simple three-years lease of the Babai parganah (see para 12 below)

8 This second Grand Durbar of the 30th of June like that of the 21st of June was held in the presence of Maharaja Jagatsingh The proceedings are detailed in Ochterlony's despatch of the 1st of July, given as Appendix K to this report Bakhtawarsingh of Khetri demurred, when asked to sign the Articles of Agreement saying that he did not hold *any* lands for which he had not obtained a regular grant from the Maharaja Ochterlony then writes I asked at what time such grants had been obtained and on his (Bakhtawarsingh's) replying about 5 or 6 years since I told him that I did not consider the Maharaja at that period to have had a will of his own that I knew the land in general had been first usurped and then measures taken with the Manager of the day to obtain a Sunnud The Maharaja had therefore resolved to resume all, and the object of his being summoned was only to inform him of his determination Accordingly Kunwar Bakhtawarsingh affixed his signature to the Articles of Agreement

9 It is idle now to question the justice of Sir David Ochterlony's

verdict that Babai was not obtained by means of a regular grant but was, first, forcibly usurped and then "measures adopted with the Manager of the day to obtain a Sunnud". The dates of Khetri's occupation of Babai (1812 A. D. or St. 1869) and of the first document giving Khetri the right to occupy it (1813 A. D. or Sambat 1870) themselves show that Ochterlony's view was well-founded.

10. Babai, it will be noticed, is not specified by name in Ochterlony's despatch of the 1st of July, 1818; but it is not possible to question the fact that the resumption of that parganah was the point at issue. There was no other usurpation by Khetri to which those proceedings could refer; and Bakhtawarsingh's admission that the grants were obtained "5 or 6 year since" points clearly to Babai. Moreover Col. Lockett's Journal of 1831 records that "in a general assembly" Ochterlony "demanded the restoration to the Raja's (*i.e.* Maharajah's) Khalsa of all usurpations since the year 1805"; and that "Kunwar Bakhtawarsingh, who was present on the part of his father, was desired by the Resident to direct the restoration of Babai" [App: P. pp. (63) and (64)]. Finally we know that Khetri appealed unsuccessfully to Metcalfe, who had signed the British Treaty, against Ochterlony's decision, receiving, in this very month of July 1818, a letter in Persian from Metcalfe telling Bakhtawarsingh that the question of the surrender of Babai rested with Ochterlony and that "all such places as have recently come into the possession of others will have to be vacated". This letter, written by the same high British official who only four years before (App: H) had congratulated Khetri on receiving the grant for Babai, clinches the argument; and we give a translation of it in Appendix L. Khetri's Counsel has not attempted to deny that resumption was formally effected on the 30th of June 1818; but he has contended that it was invalid, since Bakhtawarsingh's signature to the Articles of Agreement was virtually secured by Ochterlony under a threat of forcible retribution, if he refused to accede to them. This is an argument which we hardly feel called upon to answer.

11 We may, at this point, emphasize the fact that the resumption, thus overwhelmingly proved, of the parganah of Babai, which was to be "disposed of according to the will of the Durbar" under the Treaty and

connected Settlement of 1818, provides the whole foundation of the present case In view of that resumption every document executed with reference to Babai, prior to the 30th of June 1818, becomes wholly irrelevant to any question of the subsequent tenure on which that parganah is, or has been, held, and every claim to that tract of country, of which by the Treaty of 1818 the Maharaja of Jaipur was declared to be the Absolute Ruler, must be legitimately derived from his authority and from no other source This at once disposes of all those arguments which attempt to base Khetri's title upon the earlier grants of Misr Sheonarayan and Maharaja Pratapsingh, of Najaf Kuli Khan and Mahadji Sindia, and it limits us to a simple consideration of the title in Babai which, subsequent to the 30th of June, 1818, the Rajas of Khetri have been able to secure from the Maharajas of Jaipur

PART IV — THE THREE-YEARS LEASE OF BABAI ON JULY 15TH 1818

12 A fortnight after signing Ochterlony's Articles of Agreement Bakhtawarsingh, on Asarh Sudi 12 St 1874 or the 15th of July 1818, accepted a simple three-years lease of Babai on behalf of his father (App M) The Counsel for Khetri maintains that *there is little historical evidence that Sir David Ochterlony ordered this measure* (Written Statement para 7) — but the evidence is ample Ochterlony was still on the spot, and it is hardly credible that his chosen agent — the Minister Mohanram Nazir — would have acted in defiance of his wishes That Ochterlony was, more than a month after the execution of the three-years lease of Babai, perfectly satisfied with the position is evident from para 13 of his despatch of the 22nd of August in which he reported to the Government of India that "*what has been effected* is the resumption of large tracts from the superior Thakurs which could not be concealed" — a reference which obviously covers Babai The issue of a three-years lease was the normal method at the time for the disposal of Khalsa lands (Brooke p 23 and Tod III p 1431) and it was the method adopted in disposing of the precisely parallel case of Khandela which Sikar had usurped Moreover the account, recorded by Col Lockett in 1831 (App P), clearly indicates that both the resumption and the subsequent lease were part of a

single prolonged negotiation with Ochterlony and Mohanram Nazir The lease was no doubt authorized by Mohanram Nazir, the accredited Minister of the State but it was Ochterlony s dominating position which compelled Khetri to accept a short temporary lease on an enhanced rental in lieu of a permanent grant on a fixed nominal assessment The precise part that Ochterlony took in negotiating the lease is immaterial

13 The simple Ijara or lease of Babai given to Abhaisingh in 1818 was definitely for three years only — the rent being assessed at Rs 40 000 for 1818 1819 at Rs 42 000 for 1819-1820 and at Rs 44 000 for 1820-1821 No fewer than nine copies of the document are extant We have examined them carefully and are satisfied that their meaning is explicit, and that it was not possible to interpret them as conveying a lease for any further period than the three years specified The Political Agent (Capt Stewart) was well aware three and a half years later that the lease of Babai had expired for Col Lockett in his Journal (App P) records that that Officer in January 1822 forwarded a proposal from the Minister Bansal to enhance the rent of the parganah Abhaisingh himself also knew in January 1822 that his tenure under the lease had expired for on Magh Sudi 3 St 1878 (the equivalent of the 26th of January 1822 and only four days after his letter to the Political Agent protesting against a further enhancement of his rent) we find him procuring through a slave-girl of the Palace, a Parwana Khas Mohar from the infant Maharaja authorizing him to include the 22 villages of Babai in his bapoti', or hereditary Estate on a permanently fixed assessment of Rs 44 000 per annum (App N)

PART V—THE BAPOTI GRANT OF THE 26TH OF JANUARY 1822

14 Khetri s object in obtaining this Parwana Khas Mohar of the 26th of January 1822, is easy to understand Raja Abhaisingh was being pressed by the Minister Bansal for an increase in his rent for Babai (see Lockett s Journal given in App P) There was a party in the State headed by the Rani Regent and Jhutharam who were bitterly opposed to Bansal and to the British Agent, and who were seeking every possible means of frustrating their efforts to bring the administration of the State into some sort of order It was an obvious expedient for Raja Abhaisingh

to apply to Jhutharam's party for assistance in circumventing the efforts of Bansal to raise his assessment

15 The wording of the Grant itself establishes the simple position suggested in the preceding paragraph That document recites that "lately, for the last two or three years, the Darbar's Diwans have been causing trouble and have raised the assessment to Rs 44,000 You should pay the amount of Rs 44,000 every year into the Treasury and obtain a receipt for it The Darbar's Diwans will not trouble you any more" Now the Diwans who had been "causing trouble" were Mohammad Nazir, under Sir David Ochterlony, and Rawal Bansal under Captain Stewart Captain Stewart had himself been addressed by Raja Abhaisingh as recently as the 22nd of January in protest against Bansal's demand for more than Rs 44,000 for Babar The only natural, indeed the unavoidable, interpretation to be put upon the Grant of the 26th of January, issued by the rival Palace Party, is that it was a counterblast to the Minister's proposal to enhance the rent This is the only explanation of the document that fully meets all the circumstances of the case and entirely fits in with the language used

16 There is further confirmation of this point of view In a contemporary copy of the Bapoti Grant, recently found in the house of the hereditary Kharita and Parwana Navis in the course of this inquiry there is the following endorsement, in the same handwriting as that of the text of the document "This Parwana is handed over under verbal orders to Raj Baran Rupan, dated Magh Sudi 5, St 1878 (28th of January 1822) Rupan Baran was a slave girl of the Rani Regent (Brooke p 21) and a prominent supporter of Jhutharam's interest The mention of her name in this endorsement is further proof that the Bapoti Grant was issued by the Palace Party hostile to Bansal and the British

17 The Rani-Regent and Jhutharam had no shadow of authority for the issue of such a permanent grant as that which we are now discussing Khetri had by the Articles of Agreement of the 30th of June, 1818 consented to the restoration of Babar to the State Khalsa and had surrendered all claim to hold it in perpetuity Raja Abhaisingh had further, *on the 12th of May 1819, signed an Arzi Aitchison's*

Treaties III p 70), designed to protect the interests of Maharaja Jagatsingh's infant successor promising that 'none of us will appropriate any of the Khalsa lands for our own use and will all faithfully perform our duty to the State" H E the Governor-General had in a despatch of the 3rd of June, 1819, deemed it 'indispensable that, during the minority of the Raja (*i e* Maharaja) the Regency refrain from granting away any portion of the principality lands (*i e* Khalsa) or other sources of revenue without previous communication with the Resident, and that any grants of that description made without such previous communication, from the death of Jagatsingh to the majority of the present Raja be considered null and void' The Resident, Sir David Ochterlony, was further directed to 'withhold concurrence from any proposals to make grants of considerable value till you have received the sanction of Government" From every point of view therefore, such a permanent grant as that of the 26th of January 1822 which authorized Khetri to include Babai in his Bapoti villages or hereditary Estate was open to the gravest objection Its issue by the Palace Party was completely *ultra vires*

18 Owing however, to the Palace Party's issue of this Bapoti grant there was now a powerful interest in the State pledged to assist the Khetri Raja in securing a fixed assessment and continuous possession in Babai and bound to oppose the issue of any temporary lease which would conflict with their own invalid permanent grant This, no doubt, is the reason why there was so far as we can learn, no renewal of the expired temporary three-years lease by the Minister Bairisal Prinsep's "Transactions" (Vol II p 375) throws light upon the position at the time "The authority of Rawal Bairisal was quite superseded by an influence within the Zenana which thwarted his measures and annihilated his efforts to restore order in the various departments of administration It had been one of the points insisted on by Sir David Ochterlony, at the first assembly of Thakurs held under his superintendence that the affairs of the principality should be restored to the condition in which they stood on the dissolution of the previous alliance with the British Government in 1805, and in furtherance of this principle, it had been agreed to restore to the Raja's Khalsa (Exchequer) all usurpations from him, or grants obtained from the State in the period of violence and anarchy which had intervened (The Sambat year 1860 was fixed for the resumptions)

Every attempt, however, of Rawal Barisal to carry this measure into execution was frustrated by the intrigues of the parties interested and by the secret influence they were encouraged to resort to amongst the women of the interior of the Palace" This passage fully explains the intervention of the slave-girl Rupan Baraan in the case, as well as Rawal Barisal's failure to renew the expired temporary lease

19 Khetri's Counsel has argued before us that this Bapoti grant must have issued with the full knowledge and approval of Captain Stewart and *either* with the sanction of the Government of India, to whom an earlier reference must have been made for orders *or*, *alternatively* without reference to the Government of India on Captain Stewart's own responsibility Either hypothesis can easily be shown to be untenable If we assume that an earlier reference for orders was made to the Government of India, it must have been made some time before the issue of the grant of the 26th of January Yet we find Abhaisingh of Khetri, on the 22nd of that month still corresponding with Captain Stewart in protest against the proposal to enhance his rent We would then be forced to suppose that while the sanction of the Government of India was being solicited by the Political Agent for a *permanent* grant on the *existing* assessment of Rs 44000 the same officer at the same time was supporting Barisal's efforts to renew Khetri's *temporary* lease on an *enhanced* assessment

If we assume that Captain Stewart agreed to the new permanent grant on his own responsibility then he was upsetting Ochterlony's settlement while Ochterlony was still Resident he was disregarding the Arzi of the 12th of May, and he was flouting the Government of India's explicit orders of the 3rd of June 1819 Those orders declared all unauthorized grants to be null and void and required even the Resident to withhold concurrence from any proposals to make grants of considerable value till he had received the sanction* of the Government of India

In any case it is inconceivable that either the Government of India or the Resident Sir David Ochterlony or the Political Agent Captain Stewart, should have approved of the Bapoti grant For them to have done so would have constituted a gross breach of faith with their ally the Maharaja of Jaipur Baban had been restored to Maharaja Jagatsingh's Khalsa in 1818 as part of the *quid pro quo* for his entry into

the British alliance This being so no British Government or British Officer could possibly have agreed in 1822 to cancel a part of the Settlement of 1818 during the minority of Maharaja Jagatsingh's successor This was, indeed unwittingly done by the British many years later, when the Settlement of *1818 had been forgotten, but it would never, and could never, have been* sanctioned by the British as Counsel would have us believe, in 1822

20 Khetri's Counsel in an appendix to his written statement, further argued that the Khetri Raja was, in 1822 a strong adherent of Bairisal and that it is therefore, improbable that any grant in Khetri's favour would have been issued by Jhutharam, who was Bairisal's enemy This inference rests on an unwarranted assumption In 1826 Khetri joined Bairisal in an attempt to oust Jhutharam and the Rani-Regent from political power but there is no reason why we should assume that the same personal tie existed between Bairisal and Khetri four years earlier, when Bairisal was ready to enhance the Babai rent On the contrary, the Bapoti Grant criticizes the conduct of the Durbar's Diwans in enhancing that rent (see para 15 above), which clearly shows that Bairisal (himself the Durbar's Diwan) was regarded at that time as hostile to Khetri The argument of Khetri's Counsel, which is based on mere surmise, is thus refuted by the terms of the Bapoti grant itself

21 Khetri's Counsel further suggests that the sudden *volte face of the British in approving a permanent Bapoti grant in Khetri's* favour only a few days after they had been supporting an enhancement of his rent on the expiry of his temporary three-years lease, is explained by the reference at the end of Raja Abhaisingh's letter of the 22nd of January 1822, to his Engagement or *Tasallinama* (quoted in Colonel Lockett's Journal) This argument is easily refuted by a reference to paragraph 5 of the document quoted in Appendix K From this it will be seen that Ochterlony had fully considered the force of Khetri's Engagement in 1818 before insisting upon the original resumption of Babai It is absurd to suppose that in 1822 a mere reference by Khetri to that Engagement would have led to a total reversal of *the British orders in regard to Babai*

22 Other arguments can be adduced to indicate the weakness of

the artificial contention which Khetri's Counsel has pressed upon us

(A) It is highly significant that the Bapoti grant was neither produced before, nor mentioned to, Colonel Lockett in 1831, when he made a full inquiry on the spot into the tenure on which Khetri held Babai Colonel Lockett, as we shall see, found that Babai was held on a Farming lease "which was revocable at will"—conclusive proof that he had no knowledge of any permanent grant of 1822 Moreover, as all reference to the permanent grant of 1822 was suppressed, it became incumbent on Colonel Lockett's informant in 1831 to find some other authority for the continued payment of Rs 44,000 per annum for Babai That officer was therefore, specifically led to believe that a ' tribute ' of Rs 44,000 had been fixed" by Mohammad Nazir in 1818 No explanation of this misleading information can be suggested by Khetri's Counsel

(B) Counsel's contention would further require us to suppose that Raja Abhaisingh's letter of the 22nd of January, which merely protested against an enhancement in his rent and never even raised the question of his tenure, resulted four days later in the issue of a perpetual grant on a permanently fixed quit-rent

(C) There is no intelligible reason why either the Political Agent or the Government of India should have wished in 1822 to go behind Ochterlony's Settlement of 1818 and to disregard the restriction of 1819 on the issue of permanent grants On the other hand, we are asked to believe that the British Government themselves approved of a document which disparaged their own past conduct of the case and censured the Ministers working under their own Officers for causing trouble" and raising the assessment We are further asked to believe that the final orders of the Government of India were conveyed to the Raja of Khetri through the medium of a disreputable Palace slave-girl

(D) To complete the argument we may add that the resumption of Babai and its restoration to the Maharaja's Khalsa in June 1818 was part of the *quid pro quo* offered to Jagatsingh in return for his acceptance of the British Treaty in April of that year Any action or consent therefore, on the part of the British Government or their Officers which would have withdrawn Babai from the State Khalsa and given it on a permanent tenure to Khetri would have been an obvious breach of faith

The complexity of the discussion in this part of our report arises simply from the shifts to which Khetri has been forced by the necessity of defending untenable hypotheses The main position is perfectly clear The Bapoti grant was a mere counterblast from the Palace Party designed to defeat Bairisal's attempt to raise the rent of Babai It was issued by the Palace Party wholly without British official sanction and was, therefore, 'null and void'

PART VI — COLONEL LOCKETT'S JOURNAL OF 1831

23 We now proceed to consider the full review of Khetri's tenure of Babai recorded in Colonel Lockett's Journal of 1831 We give, as Appendix P a copy of this review with our marginal comments Colonel Lockett duly records the resumption of Babai by Sir David Ochterlony and its restoration to the State's Khalsa in 1818 quoting the passage in Prinsep's Transactions given in paragraph 18 above On the other hand he was unaware of the fact that in the first place only a three-years lease on a *varying* assessment was given He wrongly records that Ochterlony and Mohanram Nazir consented to the continuance of Abhaisingh's possession after the resumption provided he agreed to pay in future a *fixed* rent of Rs 44000 per annum, and he wrongly inferred from Abhaisingh's letter of the 22nd of January, 1822 to the Political Agent (which by the way also falsely stated that Rs 44000 was fixed as the tribute by Mohanram) that that letter terminated the episode and satisfied the Political Agent and Rawal Bairisal that the rent of Rs 44000 should continue Colonel Lockett was wholly ignorant of the subsequent invalid Bapoti grant of the 26th of January

24 It is evident from the detail given in the preceding paragraph that Col Lockett's information was incomplete Col Alves his immediate successor as Agent to the Governor-General, reported on the 27th January, 1835 that, during the tour when Col Lockett compiled his Journal, 'he was watched throughout, and it was impossible for him to call impartial witnesses to establish or controvert any information of importance connected with the state of parties in the country' Lockett evidently had no files with him of the previous official correspondence of 1818, and was not only ignorant of the details of Ochterlony's Settlement of June

1818 but was even misinformed as to the year in which it occurred He therefore accepted as correct the statements made to him at Khetri and as a natural consequence his finding was too favourable to that Thikana He concluded that Khetri held Babai in farm as an istimrar grant paying a quit rent which has varied from Rs 4500 to Rs 44000 *per annum* and that though the tenure was revocable at will 'the resumption of Babai under all the circumstances of the case as already detailed would be a harsh if not an unjust, measure

25 Col Locketts decision seems to us to be of the first importance It was recorded only 13 years after Ochterlonys Settlement by an officer who made his inquiry on the spot and evidently lent a sympathetic hearing to Khetris interested representatives In these circumstances Locketts finding that Babai was held in farm on a tenure revocable at will seems to us conclusive evidence as to the real position a century ago Some confusion is created by his failure to appreciate the significance of Ochterlonys resumption and his description of the tenure as an istimrar grant — for istimrar means permanent and a permanent grant cannot be revocable at will nor can it be held on an assessment which has varied from Rs 4500 to Rs 44000 per annum But if Lockett was ignorant of the inherent meaning of the word *istimrar* he knew perfectly well what he meant when he said the tenure was "revocable at will The main sense therefore of Col Locketts conclusion is perfectly clear and we accept it By istimrar he presumably meant that Babai was held on a simple lease revocable at will which was extended in practice to Khetri year after year on payment of a rental of Rs 44000 per annum Khetri Council has been wholly unable to account for Locketts conclusions He can do no more than plead that the Khetri Raja was a minor at the time and therefore unable to present his case in an adequate manner — a plea which might equally apply to Councils own representation now

PART VII—FROM 1831 TO 1835

26 We have next to consider why if Khetri tenure in 1831 was held to be revocable at will it was never revoked and to [illegible] the

contention put forward by Khetri's Counsel that the State has positively acquiesced in Khetri's permanent tenure of Babai. We have already seen that, even in 1831, Col. Lockett was of opinion that 'the resumption of Babai under all the circumstances of the case would be a harsh if not an unjust, measure.' He was ignorant, evidently, of the reasons for Ochterlony's resumption in 1818 and of the Government of India's obligation to restore Babai to the Maharaja's Khalsa in connection with the Treaty of that year. Lockett's appointment, however, in the following year as the first Agent to the Governor-General for Rajputana doubtless gave official authority to the opinion expressed in his Journal, that Khetri's possession in Babai ought not to be disturbed.

27. There were other reasons for British support to the Khetri Raja's continued occupation of Babai. Col. Lockett concludes his notice with the following significant remark. 'At any rate the resumption of the district during the (Khetri) Raja's minority and *by a Minister so little respected as Jhutharam* could never be viewed in a favourable light by any of the respectable Chieftains and Thakoors of Shekhawati. *Jhutharam, however, meditates this measure.*' This brings us to a consideration of local politics from 1826 to 1835. There were two rival parties in the State whose mutual antagonisms kept the country for many years in a condition bordering upon armed conflict. Their leaders were Jhutharam and the Rani regent hostile to the British Agent on the one side, and Rawal Bairisal of Samod with Khetri and other Thakurs supported by the British Agent on the other. The feelings of the parties had been inflamed by an attempt in 1826 by Rawal Bairisal to oust the Rani-regent in favour of a Council of Chiefs. Col. Brooke in his Political History of the Jaipur State (p. 33) tells us that 'the Khetri Rajah, unlike the other Shekhawat Chiefs invariably adhered to the Rawal as the latter was the side supported by the British Political Agent.' Khetri, therefore, was now the particular object of Jhutharam's hostility, and in 1832 Jhutharam 'levied a powerful army, and under pretence of enforcing the military contribution due by the Thakurs and restoring order in the Shekhawati country, in which Khetri was situated despatched it against the latter — menacing at the same time the Jagir of Bairisal. It was not until he was threatened with an advance of a British force that he consented to remove his troops from the menaced districts.' (Wilson's

History of British India Vol III p 321)

28 The very hostility, therefore, of Jhutharam and his party induced the British after 1826 to support and protect Khetri They even went further and gave the Rawal the Raja of Khetri and the other Thakurs who were obnoxious to Jhutharam's faction, a definite guarantee of British protection We read (Wilson's *History* III p 319), "The different factions became more inveterate in their mutual animosities, and they were only prevented from coming to open hostilities by the guarantee which the British Government had granted to the Chiefs as long as they preserved their allegiance to the Raja — a guarantee which, while it baulked the vindictive projects of Jhutharam, retained the Thakurs in obedience" Khetri being one of the Estate-holders to whom the British guarantee had been extended (Wilson's *History* III p 321), we can readily understand why, in spite of the Raja's tenure in Babai being "revocable at will", his possession was, in fact effectually safeguarded against any attack by Jhutharam — as Col Lockett plainly hints

PART VIII—BRITISH VIEW AFTER JHUTHARAM'S FALL (1835-1851 A D)

29 After the fall of Jhutharam in 1835, the British guarantee seems to have been withdrawn from the Thakurs, for its necessity had ceased with the triumph of Khetri's supporter, Rawal Bansal Bansal was succeeded at the head of affairs, first by his son Rawal Sheosingh, (whose lavish grants to his adherents led to a special report on the 14th of July, 1840, from the Agent to the Governor-General to the Government of India) and later by a Council of Regency, completely under the influence of the two Nathawat brothers Rawal Sheosingh and Thakur Lachhmansingh (Brooke pp 35, 39, 46 and 53), whose "extensive embezzlements of the public resources" was the subject of another report by the Agent to the Governor-General on the 21st of May, 1847 No effort was likely to be made by these Ministers to disturb the possession in Babai of the Khetri Raja who was of their own party

30 The period, however, from 1835 to 1851 is a crucial one in

the history of the tenure of Babai Jhutharam had gone and Khetri's guarantee was withdrawn. Why then did not the British Political Agents who at any rate from 1839 were in a position to exercise control over the new Council of Regency insist upon the resumption of Babai? Khetri's Counsel in the present inquiry rightly emphasizes this point in paragraph 19 of his written statement (App. A). During this period of 16 years no suggestion seems ever to have been made that there was any flaw in the title of the permanent grant of Babai to Khetri on a fixed payment of Rs. 44,000. But we would go even further than this, and would emphasize the fact that it is during this very period that we first find Babai recorded in the State's own papers as an Istimrari tenure. A reference to Appendix R will show *that the word Istimrari was applied to Babai in the State papers for* the first time in St. 1901 (1844 A. D.) and that Babai is from that date consistently entered in the Mustauf under the general head Ijara Istimrar. So far from the British Political Agents finding any flaw in Khetri's title in Babai their presence seems to have strengthened that title, and the reason for this needs to be explained.

31. An explanation can be found on referring to the reports of the British Political Officers in 1840 and 1841 regarding the relations between the Jaipur Darbar and its Shekhawati and other Thikanedars. We refer, in particular, to Major Thoresby's report of 4th of September 1840 and Col. Sutherland's reports of the 15th May and the 4th of September 1841 with an enclosure from Major Thoresby of the 10th of July 1841. Col. Sutherland's report of the 15th of May 1841 dealt specifically with "The relations in which the Feudatory and Tributary Chiefs of that country (Rajputana) originally stood towards their sovereigns", and *the changes which have taken place in those relations through the introduction of our Paramount Power*. Throughout these reports there is nothing to indicate that the Political Officers at that time had ever heard of Ochterlony's Settlement of 1818. That Settlement was particularly pertinent to the subject they were discussing. It was introduced by the British with a view to "the reduction of the Nobles to their proper relation of subordination to the Maharaja" (Aitchison III p. 53) and yet it is never mentioned in the correspondence of 1840 and 1841 which dealt with the changes in those relations due to the introduction of British supremacy. Not only were the Articles of Agreement

of 1818 disregarded, but an estimate of the position of the Shekhawati Thikanedars was advanced by Col Sutherland which was in direct conflict with that Settlement He held it to be "probable that Jaipur stands towards these petty States in the very same position in which, as the Paramount Power in India, we stand towards Jaipur itself" It is certain from this correspondence that the Political Department had by 1840 lost sight of Ochterlony's Settlement of 1818

32 The inference as regards Babai to be drawn from the conclusion at the end of the preceding paragraph is important If Ochterlony's Settlement of 1818 was forgotten, then his resumption of Babai, its restoration to the Maharaja's Khalsa and its re-grant to Khetri, on a purely temporary lease, must also have been forgotten This being so, the Political Officers would naturally tend to emphasize the fact of Khetri's long-continued possession in Babai and to endorse Col Lockett's opinion that dispossession would be "a harsh, if not an unjust, measure" Thus, in our opinion, Khetri's tenure in Babai acquired a conventional stability, which eventually resulted in the description of that tenure in the Mustauf papers from 1844 A D onwards as permanent or istimrari, a description for which no specific authority can be found or has even been suggested—apart from the obviously mistaken use of the word by Col Lockett in 1831

33 The point we have to consider is how far this istimrari entry of 1844 A D, which has been repeated ever since, should bind the Maharajas of Jaipur It seems to us that mere entries in the State Accounts initiated during a Minority period should not prejudice the rights of the Maharaja, in view of the documentary evidence of 1818 Had the older records of the Political Department been kept in view the temporary character of the Babai tenure would necessarily have been preserved until the close of the Minority period Instead of this that tenure was described consistently as Istimrari in the Mustauf records for the last seven years of the Minority administration and Maharaja Ram Singh when he came of age in 1851, inherited the consequences of this mistake

PART IX — BRITISH VIEW DURING MAJORITY PERIOD (1851-1931)

34 We have now to record a further development in the Khetri Raja's tenure in Babai The State, at the conclusion of the long Minority in 1851 A D, inherited the belief that Babai was held as an Istimrari grant This much it was forced to concede, but it has clung tenaciously to the contention that the tenure in Babai is nothing *more* than an Ijara istimrar, and that it is distinct from, and inferior to, the Raja of Khetri's tenure in Khetri itself This is evident from the long series of entries in the State Accounts of which a detailed survey is provided in Appendix R to this report There is even a differentiation in the coinage in which the two assessments are levied, which Colonel Lockett noticed in 1831 'The tribute" he writes, 'paid for Jhunjhunu Narhar and Singhana [*i e* Khetri proper] is paid in Madhopur rupees, but Babai is *farmed*, and it seems reasonable that the rent should be paid in the Jyepoor currency" [Jharshahi] (App P) This differentiation still continues The Government of India however, have failed to recognize a distinction of any kind between these two areas and have, for the past 70 years at least, continued to treat Babai as an integral part of the Khetri Thikana

35 Colonel Brooke who wrote his Political History of Jaipur in the sixties manifestly knew nothing of any divergence of tenure between Khetri and Babai He contributed in 1864 an article on "the Mines of Khetri in Rajputana to the *Journal of the Asiatic Society of Bengal* (Vol XXXIII p 519) in which he describes in detail the mines both at Khetri proper and at Baghor (in Babai), but he does not differentiate the Raja's tenure in these two areas He writes —"The little State of Khetri is an Allodial Fief, belonging to a Rajah but under the sovereignty of Khetri, to which it pays a quit-rent for some of its parganahs [*i e*, excluding Kotputli held rent-free] of Rs 80 000 a year' As the quit rent of Khetri is and has always been throughout the British period Rs 31,257-5-0 only (after conversion from Madhopuri into Jharshahi coin), it is obvious that Babai, with its assessment of Jharshahi Rs 44 000, was included in Colonel Brooke's opinion, in the same Allodial Fief'

36 The Rajputana Gazetteer of 1879 similarly distinguishes the

tenure in Kotputli but wholly disregards any peculiarity in Khetri's tenure of Babai It states (Vol II p 139) in describing Khetri "This is a Shekhawati Chiefship belonging to Raja Ajitsingh comprising the parganahs of Khetri Babai Singhana and Jhunjhunu yielding an annual revenue of about Rs 350 000 and paying a *tribute of Rs 80 000* to the Jaipur Darbar" This entry in a Gazetteer issued with authority has guided all subsequent British official records dealing with the case In the Rajputana (Provincial Series) Volume of the Imperial Gazetteer of India published in 1908 though we find under the heading "Khetri" a specific reference to Babai yet the Raja's tenure in Kotputli only is differentiated "The town and parganah of Kotputli are held as a free grant from the British Government, while, *for the rest of his territory the Raja pays to the Jaipur Darbar a tribute of Rs 73 780*" (Op cit p 263)

37 Finally in the Sixth Edition (1931) of the "List of Ruling Princes Chiefs and Leading Personages" for Rajputana and Ajmer under the head "Khetri" (page 80) we again read that the Raja "holds from the Jaipur Darbar the estate of Khetri which lies 90 miles to the north of Jaipur, and pays a tribute of Rs 75 000 per annum" As the sum specified as "tribute" includes of course the rental for Babai the latter is once more treated as an integral part of the Thikana

38 This official recognition of Babai by the Government of India as an integral part of the Raja of Khetri's Tributary Chiefship has not been a matter of terminology only The conviction of the Political Department that Babai is held by the Raja of Khetri on the same tenure as that on which he holds his main Thikana has been consistently acted upon When in the Native State Police and State Criminal and Civil Courts were introduced in the Mufassal of the Jaipur State they were not permitted to function either in Khetri or in Babai In 1891 the Raja of Khetri (as we shall see) was given full mineral rights in the latter area During the recent Minority when a revised Customs Tariff was sanctioned for Khetri in 1926 it was applied as a matter of course to the Babai parganah also The Raja now enjoys without exception every privilege in Babai which he enjoys in Khetri

PART X — THE DISCUSSION OF MINERAL RIGHTS IN 1891

39. It is a remarkable circumstance that the Jaipur State has, throughout, persisted steadily in maintaining that Babai is held by Khetri on a separate and inferior tenure. This is established not only by the State Accounts, summarized in Appendix R, to which a reference has already been made, but also by the position taken by the State Council on the sole occasion on which the Babai tenure seems to have been the subject of an official dispute.

In 1891 the Raja of Khetri proposed to give a mining lease in Khetri (including Babai) to a Calcutta Syndicate. The State, in a letter of the 28th of March, 1891, objected that " the Raja of Khetri has no mining rights within the areas of the villages and lands which he holds from the Darbar in istimrar " When asked by the Resident (who acted, it may be noted, as the channel of communication between the Darbar and Khetri) to define the area held by Khetri in istimrar, the State explained that " Babai, then consisting of 22 villages was granted by the Durbar to Raja Abhaisingh of Khetri in istimrar on Asoj Badi 5, St. 1870 " (1813 A.D. See para : 4 above). The Resident replied, on the 14th of April 1891, " that parganah Babai has been in the hands of Khetri since Rajah Abhaisingh's time and that the Jaipur Darbar, *with the exception of demanding the fixed tribute, has never interfered with the mining or other rights of the Parganah* " ; and further observed, on the 29th of June, that " if it be be a fact that, in consequence of the most unaccountable neglect on the part of the Durbar officials, the Rajas of Khetri have exercised uninterrupted mining rights in the Babai mines since the taluqa was made over to them in St. 1870 *i.e. 77 years, has not the time to object to the exercise of these rights now* passed ? ". The State was not in a position to counter this challenge ; and, on the 6th November, conceded to Khetri the right to exploit the copper resources of Babai, on the ground that copper mines existed when the Parganah was first given and had since been a source of income to Khetri.

40. This did not satisfy the Raja of Khetri, who asserted his right to all the mineral resources of the tract and objected to a concession in regard to copper only. He wrote, on the 29th of November, 1891, " From what I have always heard and seen I am led firmly to believe

that the grant (of Babai) by Jeypore was merely nominal, in order to secure recognition of possession on the Khetri side and payment of Mamla on the Jeypore side. These two objects having been gained the Parganah became absolutely Khetri property, for which Khetri has ever since paid Rs 44,000. Next, if the grant be real I then contend it was absolutely a gift without reservation (*vide* Raj letter, dated Katik Sudi 3 St 1871, addressed to Raja Abhaisinghji Bahadur) and not Istimrar. It is remarkable that even in 1891 Khetri did not refer to the Bapoti grant of 1822, which equally with the grants of 1814 contained a reference to mines (*Kanat*) but preferred to emphasize the first of Misi Sheonarayan's two letters of 1814 A D (mentioned in para 4 above). The Jaipur Council replied on the 26th of December, 1891, challenging the Khetri Raja's *territorial* pretensions and forwarding a copy of the three-years lease of 1818 (referred to in para 12 above), but that document also included 'Kanat', and the Council was therefore compelled to withdraw their objection to the inclusion of *all* Babai's mining resources in the proposed lease by Khetri. The Resident, however, was satisfied with the State's contention regarding the inferior character of the Babai land tenure. He wrote on the 28th of December 1891 to the Raja of Khetri: "As you have no documentary proof in support of your idea that the taluqa is not an actual grant and as that idea is not consistent with the fact of your paying the Darbar a fixed annual sum for the Taluqa — which sum is not called Mamla in the Darbar documents and is, therefore evidently, a quit-rent (Istimrar payment) on a perpetual lease — I think you should rest content with the recognition of your mining rights which is the important point."

41. The correspondence is instructive. We find Khetri supported by the Resident taking his stand at first upon the simple fact of long possession. He then points to an obsolete pre-treaty document of 1814 rather than to the Bapoti grant of 1822. The Jaipur Council in reply, produces the later document of 1818 and tries to utilize it but they are gropping in the dark. They know nothing either of Ochterlony's and his Settlement or of Lockett's Journal. The State Council who had originally conceded to Khetri an "Istimrar" tenure in Babai on the strength of the document of St 1870 (though it never mentions any such

tenure and had of course been cancelled by Ochterlony's Settlement of 1818) were not sufficiently well informed to be able to change their ground when the simple three years ijara of 1818 was produced Nothing practical we may add resulted from this discussion of 1891 Nothing was settled with the Calcutta Syndicate and we have it on the authority of the Rajputana Gazetteer (II 160) and the Imperial Gazetteer (XXII 43)) that the Mines in the tract have not been worked since 1872 A D

42 The only question we have now to consider is whether this admission by the Council in 1891 that Babai was an istimrar grant should be held to bind the State now We would answer in the negative The combatants in 1891 were fighting in a fog The Settlement that attended the Treaty with the British in 1818 had for many years before the Minority Administration ceased been lost sight of even by the British Government which had framed it through and sanctioned it. A similar ignorance on the part of Maharaja Ramsingh and Mardhosingh and their Minister who followed a Minority Administration of 53 years must necessarily nullify any admission made by them when labouring under a misapprehension of essential fact Moreover it was not in 1891 the *tenure* in Babai but the mineral right that were in issue and a mistaken use of the term istimrar in arguing the question of mineral rights cannot as an indirect consequence be taken to confer a new territorial title on the Raja of Khetri It may be observed in passing that though the State had to the Residents satisfaction effectively established in 1891 the peculiarity of the Khetri Raja tenure in Babai the next official Gazetteer of 1908 renewed the misconception of its predecessor of 1879 by treating *Babai once more as an integral part of Khetri*

PART XI — FORMAL OPINION OF THE COMMITTEE

43 This completes our narrative survey of the evidence bearing on the case We now proceed to consider the conclusions that must emerge from that survey Stripped of all superfluous detail the case as a legal case is very simple

(1) We hold that the Parganah of Babai comes within the category of those areas which during the period 1803 1818 were in Ochterlony's

words, 'first usurped and then measures taken with the Manager of the day to obtain a sanad"

(2) We hold that, so far as Bakhtawarsingh of Khetri was concerned Ochterlony's despatch of the 1st of July, 1818, had specific reference to Babai, as Metcalfe's letter of 1818 and Lockett's Journal of 1831 conclusively prove, and that Bakhtawarsingh, on the 30th of June, 1818, signed the Articles of Agreement — the second of which declared that all recent acquirements shall be disposed of according to the will of the Durbar" Accordingly, as was admitted by Khetri before Col Lockett in 1831, Babai was definitely resumed by Ochterlony in 1818

(3) We hold that it was because of Bakhtawarsingh's signature of the Articles of Agreement on the 30th of June and the consequent resumption of Babai that, on the 15th of July, 1818, a simple three-years lease was issued in favour of his father, Raja Abhaisingh, and that Raja Abhaisingh, by accepting the benefits of that three-years lease, must be held to have ratified his son's acceptance of the Articles of Agreement

(4) We hold that, though there is no evidence to show that the three-years lease of 1818 was ever renewed yet that temporary lease has been kept alive by the payment and receipt, as between the partie of Rs 44 000 per annum as the rent of Babai ever since 1821 — this amount being the rental assessment for the last of the three years covered by the original temporary lease Khetri, in fact, is "holding over", as a simple lease-holder, whose title is traceable to the three-years lease of the 15th of July, 1818

(5) We hold that the document of Magh Sudi 3 St 1878 (the 26th of January, 1822) is null and void and confers no title upon the Rajas of Khetri in respect of the Parganah of Babai If that document issued through Rupa Baraman were valid, then the Raja of Khetri would be justified in regarding Babai as an integral part of his Thikana But that document is in our considered opinion for the reasons given in paragraphs 14-22 above beyond all question an invalid document We therefore review the position as if that document did not exist

(6) We hold that an annual rent has been regularly paid and received as between the parties for the last 116 years — ever since 1818 and whatever impressions or beliefs may have prevailed at different times regarding the Khetri Raja's tenure in Babai nothing can affect the only possible legal

interpretation to be put upon this simple payment of an annual rent Khetri is a tenant of the Maharaja of Jaipur for the pargana of Babai which he holds in accordance with the terms expressed in the document of the 15th of July 1818 It is a simple annual tenancy terminable on either side at the close of any one year

44 We are fortified in our opinion by the entries in the State Accounts (App R) by the Resident's finding of the 28th December 1891 (see para 40) by the distinction maintained to this day of a Madhopura assessment for Khetri proper and a Jharshahi assessment for Babai (see para 34) and by the fact that our conclusions are one and all consistent with the record of Col Lockett's inquiry of 1831 That officer had no knowledge of the invalid document of the 26th of January 1822 The resumption by Ochterlony was plainly admitted before him and in spite of the fact that the evidence was manipulated in Khetri's favour Col Lockett confidently found after local inquiry in Khetri itself that Babai was held by the Raja of Khetri on a tenure wholly distinct from and inferior to the tenure on which the Raja held his hereditary Estate Col Lockett concluded that the Pargana of Babai was held by Khetri in farm and that the Raja's tenure therein was revocable at will but that it was an istimrari grant *i e* that it enjoyed a sort of conventional stability

45 Such is still unquestionably the legal status of the Raja of Khetri in Babai but in offering an opinion on the case we feel that in view of the misconceptions that have so long prevailed in the past regarding the tenure of Babai it is not sufficient for us merely to record an academic conclusion We must also make some attempt to bring that conclusion into relation with the practical facts of the situation

PART XII — SUGGESTIONS FOR A COMPROMISE

46 The Raja of Khetri now enjoys equal privileges in Khetri and Babai He has been allowed to incorporate the latter pargana in his Bapoti or patrimonial estate precisely as if the invalid deed of the 26th of January, 1822 had been fully enforced at law The jurisdiction of the State's Civil Courts has been wholly, and of the State's Criminal Courts largely, excluded

from Babai The State Police are not authorised to operate within this area The whole Customs and Excise Revenue goes to the Raja He enjoys all mineral rights and his permanent title thereto has been confirmed by the Political Department He receives all the land and miscellaneous Revenue of the tract on payment of what is regarded by the Government of India as a fixed tribute' of Rs 75000 for the whole Chiefship (List of Ruling Princes 1931 pp 3 & 80) This is a remarkable superstructure to have raised upon a temporary three-years lease of khalsa land issued in 1818 under a Settlement imposed by the Government of India with a view to restore the Maharaja's authority

47 The ultimate responsibility for the present position must rest in our opinion, upon the mistaken view of the case unwittingly taken by the local Political Officers during and after the long Minority Administration The development of the Khetri Raja's powers in Babai cannot with justice be attributed to the persistent indifference of the Jaipur Durbar Ever since the termination of the prolonged Minority Administration there have been frequent differences between Khetri and the State The State has always been well aware of and in 1891 strongly insisted upon the weakness of the Raja's tenure in Babai but has not hitherto been able to establish its claims for want of acquaintance with the older records of 1818 and 1831 The case is clearly one for compromise and as we are in a position to review the special considerations on either side which deserve attention we feel impelled to offer such a review as some contribution towards the ultimate settlement of the case

48 On behalf of the Khetri Raja the main argument is his prolonged possession of Babai for 116 years since the resumption of 1818 To this may be added the consideration that even under the finding of our Committee his tenure since 1818 though of the nature of a temporary annual tenancy has been validated by the payment of rent and he has therefore, legitimately enjoyed any income from the tract derived from *Zilait* (or *Pahdari* a tax on tradesmen) and *Kanat* (mines) as well as from the usual incidents of an ordinary Ijara The fact however that his possession originally obtained by force in 1812 was supported by an invalid document in 1822 and by manipulated evidence before Col Lockett in 1831 [illegible]

which can hardly be disregarded altogether, seeing that the line of defence in the present inquiry has been to justify these improprieties

49 Before us Khetri's Counsel has also urged that the Jaipur State has positively benefitted by the grant of Babai pargana on such a high assessment as Rs 44000 per annum As regards this contention it must be remembered that Khetri's statement to Col Lockett in 1831 that Raja Abhaisingh agreed to an increase of Rs 39000 (Rs 35000 would have been correct) is no proof that the assessment was excessive The Rajawats and the Khetri Raja had in 1798 1806 and 1813 paid over three lakhs of rupees for Babai in *nazaranas* to the State — a form of assessment from which Khetri was from 1818 entirely exempt — and they secured at that time none of the special sources of income (*Zakat*, *Kanat*) which were included in the lease of July 1818 The inclusion of *Zakat* in particular necessitated a substantial increase in the new assessment for this form of tax had only a few days before, been specifically reserved to the State by the 7th of the Articles of Agreement In any case the point at issue is not the commercial profits from the tract but the rights of His Highness the Maharaja in respect of it

50 We now turn to those considerations which seem to us to justify a reassertion of the Darbar's rights in Babai Jaipur had special claims for consideration in 1818 owing to its abandonment by the British in 1805 It was Ochterlony's deliberate purpose to re establish the Maharaja's authority and it was *in futherance of this principle* that it was agreed to restore to the Raja's Khalsa all usurpations from him or grants obtained from the State in the period of violence and anarchy which had intervened (Prinsep II p 375) Yet the State's claims to consideration were disregarded in the end in spite of Ochterlony's good intentions The Jaipur Articles of Agreement of June the 21st were precisely similar in purport to the Udaipur Kaulnama drawn up for Udaipur on the 4th of May Tod's Kaulnama for the Nobles of Udaipur was implemented, for he remained as Political Agent in Udaipur from 1818 till his retirement in 1822, and there was no long period of Minority Administration In Jaipur on the other hand, the Maharaja died six months after the Settlement and it was not till 1821 that a Political Agent was sent to

attempt to maintain some sort of order The partizan spirit of the local factions culminated, after many years of violent strife, in the murder of Mr Blake in 1835 — ' such being the termination of the long-continued and mischievous policy of holding back from interference with the internal government of Jaipur and leaving it to the uncontrolled will of a weak woman and an unprincipled and profligate Minister (Wilson III p 327) It was amid all this turmoil and confusion that the Articles of Agreement, designed to reassert the prerogatives of the Maharaja were gradually forgotten

51 Nevertheless these Articles of Agreement were part of the *quid pro quo* offered by the British as an inducement to Maharajah Jagatsingh to enter into that fundamental alliance of 1818 which is still the formal bond of union between the British and the Jaipur State It was the Minority Administration from 1818 to 1851 which failed to implement that pledge and unwittingly allowed the territorial Thikanedars to assert their claim to be petty States in subordinate alliance with Jaipur just as Jaipur itself is in subordinate alliance with the paramount power in India (see Mr Wills' Report paras 56 and 66)

52 The case of Babai is only a particular instance of the general neglect of the Articles of Agreement of 1818 during the succeeding Minority period, but the case is so clear and so amenable to proof that, even after the lapse of more than a hundred years it must command consideration

53 Subsequent to Lockett's review of 1831 we know of no other adequate inquiry into the Babai tenure Misconceptions arose on either side The Rajas of Khetri insisted that Babai was an integral part of their Thikana — and their contention was eventually endorsed by all the official publications of the Government of India The States Officers on the other hand have consistently and uninterruptedly maintained that the Babai tenure has, ever since 1818 been a form of Ijara Owing to mistaken entries during the long Minority period and to their ignorance of Ochterlony's Settlement they have recorded in their own papers and admitted in the inquiry of 1891 that the Ijara of Babai is an Ijara Istimrar but we

hold that this admission, having been made in ignorance of essential facts, is not binding upon the Maharaja

54 We do not anticipate that the Raja of Khetri will at this stage, be asked to surrender actual possession of the Babai pargana. He must, however surrender those exceptional powers and privileges which by reason of a continued misconception as to his real position in the tract he has been able to assert over so long a period The right to levy *Zakat or Rahdari* was expressly reserved to the Maharaja by those very Articles of Agreement which led, in 1818 A D to the resumption of Babai, and the State, on the termination of the Rajaji's Ijara, will naturally resume its legitimate authority over the Customs revenue So also by the termination of the Raja of Khetri's ordinary Ijara in Babai, he will automatically forfeit all claim to mineral rights in that pargana On the other hand, the Khetri Raja's present responsibility for the maintenance of Police and of Criminal and Civil Courts in Babai should not be continued The other Panchpana Sardars, co-sharers with Khetri have long been relieved of all responsibility in this regard in their main Thikanas, and it would be anomalous for Khetri to continue to exercise such functions to the exclusion of the State's jurisdiction in an area which he holds as a mere lessee It was clearly because Babai was mistakenly supposed to form an integral part of his Thikana that the Raja of Khetri was originally allowed by the Political Department to introduce the Thikana Police and Thikana Courts into this pargana

55 As regards the Raja of Khetri's territorial rights in Babai we would accept the solution offered by Mr Wills in paragraph 130 of his report In return for a permanent territorial title in Babai, giving him a perpetual lease on a quit-rent of Rs 44,000 per annum, the Raja of Khetri should be invited to surrender his right to the "major" minerals in his main Thikana "This", Mr Wills writes, "would not be driving a hard bargain The copper mines of Khetri have not been worked since 1872 A D (Rajputana Gazetteer XXII p 435); and the Raja would be asked to surrender merely a potential source of income" It is significant that the Khetri mines ceased work in 1872 — three years after the local mint was closed under the orders of the Government of India This confirms our belief that the original

concession was little more than an Ijara for the local minting of copper coin [Even in Col Brooke's time (1869 A D) the only recorded use of the copper was for the production of Pakas or copper pice The other products were quite subsidiary] It is inconsistant with the sovereign rights of the Maharaja that a concession of this local character should be allowed, in this one instance, to develop into a general right, in favour of the Raja of Khetri, to appropriate all the commercial profits from every mineral source throughout the whole of the scattered Thikana of Khetri

56 A final settlement on the lines suggested in the two preceding paragraphs must necessarily be postponed until the young Raja of Khetri who will be 15 years of age (English reckoning) in March 1935 attains his majority It will not however, be possible to postpone all interference with Khetri's Customs administration for the years that will elapse before the young Raja assumes charge of his Thikana We have recommended elsewhere that the Customs Cordon of the State should be at once extended to its territorial frontier This will not be possible if an exception is made in the case of Khetri and Babai The Customs administration of these areas will have to be taken over along with that of the other Panchpana-Singhana Thikanas with which Khetri is intermingled But it will be feasible for the State, during the young Raja's minority to credit the Khetri Thikana with an annual sum from the State's Customs receipts equivalent to an estimate of what the Thikana's receipts would have been had the State's Customs Cordon not been extended These payments can be placed in deposit for the Thikana, and can be taken into account when a final settlement is reached after the young Raja attains his majority

57 It will be apparent from these proposals that we have given all possible consideration to the peculiar difficulties which beset the case owing to the relationship of Guardian and Ward that subsists between the Raja of Khetri and His Highness the Maharaja of Jaipur At the same time some arrangement must eventually be reached which does justice to His Highness the Maharaja's indubitable claims The present position disregards a complementary Settlement under the fundamental Treaty of 1818 and is in violation of the Khetri Raja's own pledge in the Arzi of 1819 it obliterates the century-old distinction between the Khetri Raja's tenure in

Babai and his tenure in Khetri, and it gives complete ratification to the fraudulent 'Bapoti" grant of 1822 Now that the full history of the case has been explained, the Government of India will themselves, we believe, desire some modification of a position, whereby some small part of the consideration, offered by the British Government to Maharaja Jagatsingh for his entry into the alliance of 1818, has by British intervention been inadvertently withheld from his successors

(Sd) C U WILLS
" SEETLA PRASAD BAJPEYI
" MAHENDRA PAL SINGH

APPENDICES

BABAI APPENDIX A

WRITTEN STATEMENT ON BEHALF OF KHETRI

A written statement on behalf of Raja Bahadur Sardar Singh the Minor Raja of Khetri at present under the guardianship of the Jaipur State, both as to his person and property

1 That although Counsels for the Minor Raja have not as yet been able to obtain permission to inspect the Records of the Government of India, still it is possible, from the materials referred to in Mr Wills' Report and from certain Historical books, to show that the title of the Khetri Raja to Babai is unassailable

2. That the Darbar secures no permanent title to the Pargana of Babai on the basis of Nawab Muzaffar Khan's Ijara dated 1730 A D, firstly because the grant of lease by proper authority is not proved by historical evidence, and secondly because even if the grant was made it was temporary and lapsed on account of not being renewed subsequently.

3. That the Pargana was granted to the Khetri Raja by the Moghul Emperor Shah Alam in 1781 A D, and that the grant was subsequently renewed by Madhav Rao Scindhia who acted as Viceroy of the Empire It also cancelled the Ijara secured by Maharaja Jai Singh (above)

4 That the Jaipur Darbar recognised Khetri's title over Babai by a Khas Mohar Parwana in 1791 A D (P S 335)

5 That Khetri was temporarily deprived of the possession of some portion of Babai in about 1798 but that the property, being again recovered by Khetri Raja in 1812, the latter's previous title over Babai was again supplemented by possession

6 That Khetri further strengthened its position in Babai by acquiring permanent proprietary rights in Babai by virtue of the grant of 1814

7 That the action of Mohan Ram Nazir in securing a Qabuliat from Kanwar Bakhtawar Singhji was unjust and improper There is little historical evidence that Sir David Ochterlony ordered this measure, for the facts show that even if the grant of 1814 is looked upon as the basis of Khetri's

title, this grant did not result in any loss of income to the State and so the resumption of Babai did not come within the purview of his policy, as stated by him to the Governor-General Even if he did order it, he was acting far beyond the powers he was authorised to exercise and his action was quite opposed to the decided policy of the Government of India

8 That the execution of Qabuliat at its worst simply increased the figure of the Mamla from Rs 4,500/- to Rs 44 000/- (by gradual increment) but that it did not modify or cancel other clauses of the grant of 1814

9 That it has been admitted by the Darbar during the last 115 years that the Khetri Rajas hold Istamrar tenure of Pargana Babai at a fixed assessment of 44 000/- per annum by virtue of the grant of 1814 and the Qabuliat of 1818

10 That the Khas Mohar Parwana of 1822 lays down the legal position of the Khetri Raja in Babai, and is not a new grant

11 That even if this Khas Mohar Parwana be taken as a fresh grant it is not invalid

12 That it is clear that Jaipur affairs were extremely well known to Mr, afterwards Lord Metcalfe who, as well as Sir David Ochterlony, was in the vicinity of Jaipur in 1815 In 1818 Mr Metcalfe who had negotiated the Jaipur treaty in April was instructing Sir David Ochterlony about Jaipur affairs

13 It was the same Mr Metcalfe who had congratulated Abhai Singh, the Khetri Raja, on obtaining the grant of Babai 1814

14 Captain Stewart, Permanent Resident of Jaipur, was also fully aware of the grant of 1822 He had received a reply letter on the subject from Abhai Singh on the 22nd of January 1822 and it was 4 days after that that the grant was executed

15 The records further show that at that time Rawal Byreesaul was the Minister, though the power behind the throne was Jhuta Ram, who was a sworn enemy of the Khetri Raja

16 That the grant of Babai was made after the consideration of Abhai Singh the Khetri Raja's letter is clear

17 That but for the permanency of the grant there was nothing to induce him to accept the enormous increase in the annual payments to be made by him, to which he had raised strong objections

18 That it is further clear from the Records that the Jaipur Darbar were aware in 1891 that the Raja of Khetri was holding Babai under a permanent grant at Rs 44 000/-, see the papers in the Mining controversy of that year

19 That in 1835 the British Government appointed a Council of Regency of Jaipur which continued until 1851, when Maharaja Ram Singh came of age During this period of 16 years no suggestion seems to have ever been made that there was any flaw in the title of the permanent grant of Babai to the Khetri Raja on a fixed payment of Rs 44 000/

20 It is impossible to conceive that the grants of various Nobles were not the subject of close scrutiny during this period Indeed there is evidence proving that they were very carefully looked into and were in many cases resumed

21 Again it is admitted that Maharaja Ram Singh of Jaipur was a careful and sagacious Ruler 1851 1880 Is it to be believed that he did not attempt to discover the nature of the Khetri Raja s title to Babai?

22 In 1881 Maharaja Sawai Madho Singh became the Ruler of Jaipur until his death in 1921 He was also known as a very capable and intelligent Ruler Yet he also never called in question this title of the Khetri Raja to Babai When in 1891 he advanced a claim to the mining rights in Babai it became incumbent on him to go into the Khetri Raja s title to Babai rather minutely and if there had been any ground for attacking it he would assuredly have done so at that time

23 Since 1921 there has again been a Council of Regency until 1930 and the rights of the feudatory chiefs have been frequently under consideration, but no question has ever been raised as to the title of the Khetri Raja in regard to the Babai Pargana

24 That during 112 years there has been an uninterrupted and unaltered holding of this Babai pargana by the Khetri Raja under this grant It is a proposition very frequently laid down by many famous English Judges of the highest rank that in the case of these old grants the best proof of the rights conveyed under them is the manner in which the thing has been always possessed and used or as the Latin maxim puts it optimus interpres rerum usus

25 After 112 years of undisturbed possession on a fixed tenure it would shock the conscience to say that the grant was open to question now

26 Such a long continued course of acceptance of the title would by the natural principle of Equity and Justice which are the foundations of all legal Jurisprudence make it unthinkable that it can be attacked now

27 Considering that the grant was made on an annual payment of ten times the customary and uniform amount paid until 1818, being a rise from 4 500/- to 44 000/-, considering also that a permanent grant had already been given to the Khetri Raja in 1814 of this very Pargana at Rs 4,500/- under circumstances which prove that it was fairly and honourably granted in perpetuity for moneys paid and expended and services rendered to the then Maharaja of Jaipur it was in no way a grant that would directly diminish the Revenue of the tribute or one for which the British Government's sanction was necessary

28 To attempt to now discover some flaw in the title to Babai as a lever to take away all mining rights from the Khetri Raja throughout his Thikana as well as in this Pargana of Babai will, it is hoped not recommend itself to those in authority in the matter

29 This written statement is made subject to such further arguments as may be possible on behalf of the Minor Raja of Khetri if further materials are obtained at a later date

Sd Hardevsahai and Gopalprasad,
Vakils Khetri,
23 2-34

BABAI APPENDIX B-I

WRITTEN ARGUMENT ON BEHALF OF KHETRI.

The Counsels for the Minor Raja of Khetri have not yet been able to obtain permission of the Government of India to inspect the [illegible] Records, consequently a complete case in reply cannot be made out at this stage, a supplementary note of arguments will be submitted at a later stage before the Committee, as soon as the necessary documents have been [illegible] and further facts discovered

Mr Wills' report with reference to Babai

The first proposition stated therein is that Babai was one of the [illegible] taken on Ijara by Sawai Jai Singh from the Nawab Muzaffar Ali K[illegible] 17[illegible]

This requires examination It is said to be based on [illegible] Papers noted as P S 30 — 34 and a letter P 24 A

The alleged ijara lease itself is not forthcoming It is [illegible] from the documents above noted

P 24 A is a letter It is translated and set out in Appendix [illegible] is there stated to be on behalf of Nawab Muzaffar Khan alth[illegible] name given to " the Nawab Sahib " mentioned in the letter There is [illegible] as will be immediately set out, for holding that it cannot be Nawab M[illegible] Khan

There is an important little mistake in the translation [illegible] the word namely should be the word and

With this alteration the letter refers to all the Mahals [illegible] Subah Ajmere and certain additional Parganahs of Subah Agra They must be [illegible] they are not in Subah Ajmere This is proved by Ain Akbari which is accepted as reliable and it is admitted by Mr Wills [illegible] foot note Therefore the letter is on behalf of a Nawab who [illegible] the Subah of Ajmere and the Subah of Agra

Nawab Muzaffar Khan never had both the Subahs of Ajmere and Agra so far as historical records show

The letter is accepted as of the year 1136 Fasli But from 1722 17[illegible] inclusive Sawai Jai Singh was himself the Subedar of Agra Subah so that it could not be stated in the letter that Sawai Jai Singh was getting the

Pergannahs of his own Subah in accordance with the wishes of the Nawab Saheb" if that Nawab was merely the holder of the Subah of Ajmere

It would in 1136 (1729 A D) when Sawai Jai Singh was himself the Subedar of Agra Subah, require to be a letter on behalf of the Nawab Wazir or Prime Minister but it does not bear any seal as it undoubtedly would do if it was from the Nawab Wazir Nor is it suggested that it is from the Nawab Wazir As Sawai Jai Singh had been in possession of Agra Subah since 1722 — in which all the additional pargannahs referred to in the letter are situate — it could hardly say that these Pargannahs where *being committed* to the charge of Sawai Jai Singh s officials Again the writer notes that Jan Nisar Khan will also continue to be the Naib of Agra on your behalf Evidently the writer held a much higher position than Muzaffar Khan *ever held if he could dictate to Sawai Jai Singh the holder of the Naib* Subedarship in Sawai Jai Singh s own Subah of Agra

When one comes to consider the fact that Sawai Jai Singh was the Subedar of Agra Subah this letter handing over to him the pergannahs of his own Subah as under a lease to him is quite unintelligible

There seems to be some confusion of two different Nawabs—both by Mr Wills and Irvine

(1) NAWAB MUZAFFAR KHAN He is referred to by name in P S 30 and 34 He was Controller of the Emperor s household and later Subedar of Ajmere in 1724 See Sair Mutakhirin and see Irvine s Later Moguls Vol II He was also the brother of Nawab Shamsud Daulah In 1725 Haidar Quli Khan and after him Syed Hasan Khan were the Subedars of Ajmere

(2) NAWAB MUZAFFAR ALI KHAN He was appointed Subedar of Ajmere in 1722 but was incapable of controlling his soldiery owing to their pay being in arrears so fled to Sawai Jai Singh at Amber and resigned his Subedarship but in 1724 was appointed Naib Subedar of Agra under Sawai Jai Singh See Later Moghuls by Irvine Vol II p 108 and 121

The Statement of Irvine quoted in Mr Wills' footnote on page 45 Muzaffar Khan long Governor of Ajmere from his Headquarters at Narnaul" is incorrect Muzaffar as shown by Irvine himself only held Ajmere Subah for part of a year *viz* in 1724

Mr Wills in paragraph 76 at bottom of page 45 confuses the two Nawabs and states that Sawai Jai Singh obtained the lease of the 5 Moghul

Mahals . Babai from the Nawab Sayyid Muzaffar Ali Khan of Narnaul and in his footnote quotes Irvine who refers to Nawab Muzaffar Khan as having his Headquarters at Narnaul not to Nawab Muzaffar Ali Khan

Mr Wills in that footnote assumes the letter P 21 A to be from Nawab Muzaffar Khan As shown above this is not correct P 21 A the letter is stated as being of date Fasli 1136 (1729 1730 A D) But in 1729 1730 A D neither Nawab Muzaffar Khan nor Nawab Muzaffar Ali Khan held the Subedarship of Ajmere or Agra Thus neither of them could have given a lease to Sawai Jai Singh of these 5 Mohals which were in the Subah of Agra see Ain Akbari

P S 30 This is an alleged letter from Jag Ram Jaipur Vakil at Delhi to Bijai Ram said to be a Jaipur Minister He says in this that he has succeeded in securing from Nawab Muzaffar Khan the Ijara of the 5 parganahs The letter is dated 1730 A D This letter falls to the ground on the same argument as P 21 A viz Nawab Muzaffar Khan was not the Subedar of Ajmere or Agra Subah in 1730 hence he could not grant ijaras of pergannahs in those Subahs in the year 1730

P S 31 The same argument applies to P S 34 — an Office Memo stating the ijaras of the 5 Mohals as having been obtained from Nawab Muzaffar Khan for 1730

P S 31 & 33 Of these two papers no copy has been supplied to Khetri representatives It was said that they were irrelevant to the present inquiry

P S 32 This is an office copy of a letter said to have been addressed to Mohun Singh It is dated Sambat 1787 (A D 1730) It however does not show that the Jaipur Maharajah had himself obtained any lease of these Mahals from any one It merely purports to state that Mohun Singh was to hold Mahals Babai and Udaipur and Sardul Singh to hold Nurhur The question of a lease in favour of the Maharajah of Jaipur from the Moghul Emperor or his Subedars can be further scrutinised from another angle

It is shown in J N Sarkar s History of Aurangzeb Vol 5 p 321 that a grant from a Provincial Governor could not bind his successors in office unless it was confirmed by the Emperor and turned into an Imperial Charter (Farman) According to the practice of the Moghul times every Charter (even when issued by a King or Emperor) had to be renewed by his successor on the throne otherwise it would lose its validity

Assuming therefore that there were some grant by Nawab Muzaffar Khan in

1730 in favour of Sawai Jai Singh it lapsed with the death of the Nawab which occurred in 1739 — *vide* J N Sarkar's "Fall of the Moghul Empire' Vol I p 4

After 1739 of the subsequent governors of Ajmere we are able to trace

Mir Bakshi Salabat Khan in 1748 Intizamud Dhulah in 1751

The Peshwa Baji Rao in 1752 *vide* J N Sarkar's Fall of the Moghul Empire ' Vol I p 307, 358 360

It is not suggested that a grant covering Babai was ever obtained by the Jaipur State from any Subedar subsequent to Nawab Muzaffar Khan

Nor are any receipts forthcoming to show any payments to any Subedars or to the Emperor direct regarding the lease of Babai Pargannah

Historically it is known that approximately from the last years of the reign of the Emperor Mohamed Shah who died in 1748 the Moghul grip on its Empire began to weaken and the Rajputana territory got out of its control Those who were strongest at various points held possession of lands without any legal title They for their own purposes may have made payments to their nearest important neighbour in order to secure their assistance when necessary The latter accepted or enforced such payment and to secure it took some sort of agreement rendering in return some sort of protection This is how the Rajawats — a junior branch of Sawai Jai Singh's family — were in possession of Babai during the period 1740 — 1775

There was a period of Revival The Moghul Emperor Shah Alam succeeded in reasserting his power In 1778 — *vide* Mr Wills' report page 16 — the Shekhawatty Chiefs were brought into direct subjection by the Emperors' Agents the Naib Wazir Mirza Najaf Khan and General Najaf Quli Khan and in 1782 the *Pargannah of Babai was granted to Thakur Bagh Singh of Khetri* by the Moghul Emperor, see the Patta of 1781 which bears the seal of Najaf Quli Khan Bahadur Muzaffar Jang and

Shortly after this Madhoji Rao Scindia who had become the rising power was appointed by the Emperor Shah Alam Vice Regent of the Empire Madarul Maham Ali Jah Bahadur Madhoji Rao ruled with great firmness purporting to act as the Power under the Moghul Emperor There is a grant for four Pargannahs which included Babai dated 5th Ramzan 32nd Regnal year (1791 A D) bearing the seal of Madhav Rao Scindia

In 1794 A D (S 1851) Madhoji Rao gave a grant of 44 villages of Babai on a permanent tenure at a quit rent of Rs 1500/- per annum

The Jaipur Maharajah himself in 1791 recognised that Khetri had obtained the Babai grant for in a Jaipur Khas Mohur Parwana (P S 335) it is stated that Bagh Singh Shekhawat (The Khetri Rajah has already got Babai 22 villages and purports to grant an additional 22 villages in Babai on the fixed mamla or payment In fact however these additional 22 villages were never given to Khetri and the Khas Mohur Parwanah seems never to have been acted on

It is necessary here to consider the position of Jaipur in relation to the Moghul Emperor with Madhoji Rao as the Vice Regent

In 1790 Maharajah Pertab Singh of Jaipur owed the Moghul Emperor 3 years tribute and Jaipur joined Jodhpur and Udaipur in a Rajput revolt against the Emperor and Scindia

On this Madhoji Rao Scindia sent his famous General De Boigne to bring these States under control De Boigne succeeded He imposed on the Jaipur Rajah Pertab Singh a fine of 70 lakhs of rupees in addition to the heavy arrears of tribute due to the Imperial exchequer and marched upon Jaipur to enforce his demand Pertab Singh saw the uselessness of resistance after one more lesson and so consented to the terms imposed *Vide* Keene s Hindostan under Free Lances 1770 – 1820 p 61

The above historical review proves that the Khetri Rajah was not under Jaipur but was being recognised directly by the Moghul Emperor and by the Emperor's Vice Regent Madhoji Rao Scindia and that on the other hand Jaipur was a recalcitrant tributary who was defeated and brought under control with a very severe additional fine *Vide* Mr Wills report p 16

In 1796 the Jaipur Maharajah again attempted to assert independence whereupon De Boigne marched on Jaipur and levied a fine of nearly a crore of rupees Mr Wills report p 17 quoting Compton p 76

In 1798 the Rajawats probably with the assistance of the Maharajah of Jaipur ousted the Khetri Rajah from possession of the Major part of Babai but Madhoji Rao Scindia had died in 1795 His successor Daulut Rao Scindia lacked all strength of character The Moghul Emperor had no efficient officers Tukoji Rao Holkar and Amir Khan were free booters ravaging Rajputana There was no superior Power to whom the Khetri Rajah could appeal for help In consequence he had to put up with the position realising what ever he could from time to time from the Babai pergannah See Khetri books of accounts of the period This state of things continued until the

Jaipur Rajah commenced a War with the Jodhpur Rajah and obtained the assistance of Abhye Singh then Rajah of Khetri who was in the field with his force for two years at an expense of Rs 44000/ (*vide* Lt Col Lockett's Journal 1831)

A few years later the position had altered and the Jaipur Rajah now contemplated a matrimonial alliance with a daughter of the Jodhpur Rajah Abhye Singh of Khetri joined this marriage And at a grand Darbar held thereafter the Maharaja of Jaipur conferred on Abhye Singh the title of Rajah of Babai P S 386 He was then able without hindrance from Jaipur to regain by force possession of his Pergannah of Babai from the Rajawats— which cost him Rs 50000/- (Lockett s Journal) He paid the Jaipur Maharajah a lakh of Rupees as Nazaranah and a Khas Mohur Parwanah by the Maharajah of Jaipur granted him in proprietary right the Baba Pergannah on a fixed payment of Rs 4500/

Considering (1) The services rendered by the Khetri Rajah over 2 years in the war with Jodhpur which had cost him Rs 44000/

(2) The Nazarana of 1 lakh of rupees in cash

(3) The expense of regaining possession of the Babai Pergannah with his own troops — Rs 50000/

(4) His previous title to the Pergannah from the Moghul Emperor and from Madhoji Rao Scindia

(5) That the Maharajah of Jaipur was himself so pleased with Abhye Singh that he conferred on him the title of Rajah

it is not possible to say that the grant of Babai in 1814 by the Jaipur Maharajah was one that was obtained by any unfair or improper means or was the result of undue influence or intrigue or had no consideration to support it

All the circumstances accompanying the grant make it eminently suitable and reasonable for it to have been honourably and genuinely made

The importance of these considerations will be very material when one comes to look into the attitude of Sir David Ochterlony in 1818 that is just 4 years later

In 1815 great efforts were made by the Governor General to try and bring about a treaty with Jaipur See *Lord Hastings and the Indian States* by Dr M S Mehta pp 56 and 59

Mr Metcalfe was entrusted with this important duty He had in the previous year 1814 written to Rajah Abhye Singh and congratulated him on

having obtained the grant of Babai See original letter with Khetri Mr Metcalfe had been Political Resident at Delhi since 1811 and this post included the Political management of the Rajputana area It was Mr Metcalfe who had originated the policy of treaties with the Rajputana States M S Mehta Lord Hastings and the Indian States pp 21 and 22

To give force to the negotiations a very large body of troops were stationed on the borders of Jaipur under Sir David Ochterlony M S Mehta p 60

The attempt however failed but was renewed in 1817 and with a view to accelerate the settlement Mr Metcalfe encouraged the feudatory Chiefs and Nobles of Jaipur to enter into separate agreements with the British Power With this object a conditional engagement was made with the Rajah of Khetri through his son Bukhtawar Singh This clever manoeuvre brought Jaipur State in and a treaty was made Mehta p 137

One of the grounds for a treaty was that the State Government was corrupt and the Nobles were by various improper devices securing much of the Khalsa lands

In May and June 1818 Sir David Ochterlony visited Jaipur He called a meeting of the leading Nobles and attempted to get them to agree to give up all lands improperly obtained

He was given his facts by Mohan Ram Nazir See Mehta p 148 footnote 2 This man was a great enemy of Rajah Abhye Singh see his letter of 22nd January, 1822 to Captain Stewart quoted in Col Lockett's Journal p 93

Mohan Ram can never have put the true facts before Sir David when referring to the Babai grant by the Jaipur Maharajah

We shall see how later in 1822 the later grant was accepted by the Resident without much difficulty although Jhuta Ram who was then in power and a sworn enemy of the Khetri Rajah did his best to injure him in the matter

It must be here set out that the Prime Minister in 1819 was one Rawal Beri Sal one of the Jaipur Nobles The Rani Regent Bhattianiji was the mother of the infant Maharajah who was born on the 25th April 1819 She was strongly opposed to Beri Sal and completely under the influence of Jhuta Ram who was the power behind the throne

In 1820 there were serious disorders in Jaipur and Captain Stewart was appointed Resident at Jaipur where he arrived in April 1821

The Rawal Beri Sal was unable to withstand the actions of Jhuta Ram and the Resident urged — backed up by Sir David Ochterlony - that he should be put in control of Jaipur affairs Mehta p 149 — 150

The Resident's proposal was adopted The Policy was justified and grounded on the provision of protection embodied in the treaty

The British Government it was declared as the guardians of the interests of the Minor Rajah were bound to secure his State against embezzlement This decided course was also made known to the Jaipur Government, Governor-General's letter to the Infant Maharajah and Rawal Beri Sal The British Agent at Jaipur carried out the above orders with spirited vigilance Rawal Beri Sal assumed a decided tone in his affairs being assured of the support *of the British Government Mehta p 150 and 151*

Captain Stewart required the State to produce for his inspection —

a) Jamabandi Land Revenue Account

(b) Tankha land that is territory held by Officials in lieu of pay, and

(c) Jagir land held as fiefs

Dr Mehta p 151 footnote 1

It is impossible in the light of the above official recorded acts to say that in 1822 at any rate the Treaty had been lost sight of It was the very basis of the political attitude and had constantly to be called in aid for the steps being taken by the British Government

It is equally impossible to suggest that the grant of 1822 was not most carefully scrutinised and considered before it was made

It is now necessary to set out the circumstances In 1818 Mohun Ram the enemy of the Khetri Rajah had put up the Babai grant to Khetri as an instance of improper acquisition from the Jaipur Rajah Without any explanation the son of Abhye Singh was told by Sir David That I knew in general that the land had been first usurped and then measures adopted with the manager of the day to obtain a sunud' That' the Maharajah had therefore resolved to resume all (Khalsa lands), and the object of his being summoned was only to inform him of his determination" Mr Wills Appendix H p v

The perusal of this despatch shows that Bakhtawar Singh was not given and was not intended to have any opportunity of explaining the propriety of the grant in his father's favour It is also clear that the Maharaja had no personal hand in the repudiation of the grant which was clearly done by Sir David Ochterlony under a complete misapprehension of its circumstances and on political considerations which would have justified the action taken if the facts had been otherwise

The result was that Bukhtawar Singh was made to sign a paper agreeing to pay an enormously enhanced mamla from 4,500 to 40,000 in 1819, 42,000 in 1820 and 44,000 in 1821 There the matter remained until 1822 It is very important to see what exactly took place then

Jhuta Ram was still all powerful with the Regent Rani see Brooke's Political History of Jaipur p 23 He was the sworn enemy of the Khetri Rajah, see Col Lockett p 76 and Col Brooke's p 55 Mills History of India

He evidently told Captain Stewart that he could get more than 44 000 for Babai and Rajah Abhye Singh was so informed by Captain Stewart the Resident The reply of Rajah Abhye Singh is set out in Col Lockett's Journal in extenso He quotes the letter as follows ' With respect to increasing the rent of Babai, I have to inform you that the expense of my troops during the two years I remained on service with the late Rajah (Juggut Singh) in his war with Jodhpur amounted to Rs 44 000/- and that I paid one lakh of rupees as a Nazarana to the Maharajah *for the grant of Babai* and that it cost me 50 000 rupees to take the fort of that Pergannah Formerly there was a fixed tribute for that Pergannah, of 4 500 rupees per annum in the time of Rajah Sawai Jai Singh Madho Singh and Pertab Singh which was regularly paid Afterwards during the administration of Mohan Ram Nazir who was an enemy of mine instead of 4 500 rupees 44 000 rupees was fixed as the tribute while from another brother Chief who had paid 60 000 rupees he only asked 90 000 rupees per annum Now you write to me that the farmers are ready to give more I must refer to you my engagement which will be found in the records of the Government

Be pleased to read it and act according to what is written there I have always considered myself as a dependent of the Company You will learn further particulars from Thakur Bagh Singh

The above letter is dated 22nd January, 1822 It seemed to have satisfied the Political Agent and the Minister Rawal Beri Sal as the correspondence ceased on the receipt of it '

It was four days later that the Khas Mohur Parwanah was issued under the seal of the infant Maharajah through the Regent Rani

It is clear from the correspondence just quoted that the Political Agent was carefully considering the future position of Babai and was in full possession of all the facts,—that it had been granted to Khetri for the services

the payments received by the Jaipur State and a m ... he asked for consideration of the engagement with the British Government who he had share in its negotiation

The upshot was that there was to be no reduct... payment of rupees 44000 - but ... would have ... ... was to be a ... grant

As there was to ... in the revenue ... the matter did not require to be referred to the Government the instructions to the Resident quoted by Mr Wi... in his 125 p 70 Nor is there anything to show that Captain S... ... the orders of the Government of India ... the gr...

Again it is urged that it bears the seal of the infant R... years old but as he was the ... transacti... on its bearing ... if it was ... in his name ... not be a grant from the Rani ... her personal capacity There ... of Hindu law applicable to the powers of transfer of a H... are entirely irrelevant The ... Rani Regent had full powers ... pp 21-30 She acted for the R... of the State as Rani Regent ... ment took away her powers in 1804 See Brooke p ...

Undoubtedly such transfers could be made by the infant his Regent and ... Mr Wills ... a Khas granting the ... Rani ... to the Ja... then 8 years ... and the same Rani was ... Regent Report p 77 paragraph 18

Even the Governor-General ... Order ... Infant Maharaja ... Jaipur ... he was 3 years ...

There ... appears that the copy of the ... the Jaipur ... under Rawal Beri Sal wa... ... was handed over for taking ... was ... employed and was ... had to carry out these duties See Brooke's ...

That such ... characters were ... of the Rani Regent quarters ... Khasra ... That the person ... and that the transaction went through ... Regent are matters of much greater weight

This transaction has held good for 112 years It is beside the mark that Colonel Lockett misunderstood the legal effect of the grant His erroneous statements about the nature of the title conferred thereby cannot have any significance when the grant itself is produced and its contents agree with the copy found in the Jaipur Records

If the grant was open to any objection it is inconceivable that neither the Council of Regency constituted in 1835 after the death of the young Maharaja nor the subsequent sagacious ruler Maharajah Ram Singh who was invested with full powers in 1851 and ruled until 1876, nor Maharajah Sawai Madho Singh who succeeded him in 1876 and ruled until his death in 1921, nor the Council of Regency appointed in 1921 who managed the State until 1931, ever attempted to call in question the validity of the grant which had been obtained by Rajah Abhye Singh in 1822

This is the more significant in that in 1891 Maharajah Sawai Madho Singh did attempt to call in question the mining rights of the Khetri Rajah in Babai but finally admitted the Khetri Rajah's rights in the same year, Letter dated 26-12 1891 in the mining rights file of Jaipur State

In regard to these old grants the legal maxim must necessarily be applied that *omnia presumantur rite esse acta* All things must be presumed to have been correctly carried out

Such authority as the grant required if any, from the British Govern ment must be presumed to have been obtained There had been ample time for getting it The question opened up in August, 1821

The last year of the 3 years arrangement of 1818 had expired by the middle of 1821 and negotiations had evidently been going on since then There had been plenty of opportunity to consult the Government and obtain their orders before the grant was made in January 1822

There is also the further maxim which is often applied to these old grants *viz optimus interpres rerum usus* The best construction is to be found in the way the thing has been used see Lord Halsbury s Laws of England Vol X pp 452 and 453 and I L R 42 Cal 536 at pp 542 4

The title of Khetri to Babai has already received the consideration of the Political Resident at Jaipur in 1891 in the mining Rights controversy It cannot be considered *res integra* now

With reference to the document which Sir David Ochterlony compelled the Chiefs of Jaipur to sign in June, 1818 He *was not the Resident* then

but only a Military Commander whose force had been brought to the outskirts of Jaipur to overawe the Jaipur State into a treaty With the object of showing the advantage of the treaty made in April 1818 he frequently visited Jaipur In May 1818 he came to bring the refractory chiefs to heel and to make an example to convince them of the fruitlessness of such conduct the strong holds of Kooshalgarh and Madhoorajpur were crumpled up and the facility with which both enterprizes were effected quite astonished the Rajput Chiefs who had seen Ameer Khan s battalions baffled for 2 years before the latter fort H T Prinsep Political and Military Transactions in India 1813 1823 Vol II p 375

The Political Resident for Delhi and Rajputana was Mr Metcalfe 1811-1818 (He who had written in 1814 congratulating Abhye Singh on getting the grant of Babai in 1814 See Private letter in possession of Khetri Rajah) In Appendix H p IV Sir David is incorrectly styled the Resident in June, July 1818 He did not become Resident until October 1818 when Mr Metcalfe was promoted to Private and Political Secretary see Kaye s Life of Metcalfe Vol I p 334

It was under such compulsion that the Chiefs were compelled to sign the document As Sir David himself writes Appendix H page VI clauses 9 and 10 *of this assent It enables me to act without hesitation or delay if they* attempt to evade the restitution of the Khalsa lands And in clause 10 he says Scindia having put us in possession of the town of Ajmere I shall be at liberty to address any Thakkoor who delays restitution and I shall not march a force against him without warning him particularly and earnestly of the ruinous consequences of his compelling me to send troops against him

Small wonder that the Government of India didn t attempt to rely on this paper in its future transactions but always referred to the treaty which had preceded it as the basis for all its subsequent steps *e g* when appointing Captain Stewart to be the Resident Political Agent in 1821 and instructing him to act in accordance with the terms of the Treaty Again the document says in clause 2 The Jageers and Farms such as they were in the time of the elder Maharajah we shall retain" In the time of the elder Maharajah Abhye Singh had the grant from Scindia at Rs 4 500/- which was recognised by the Jaipur Maharajah in the same year *vide* P S 335

Even the Rajawats who dispossessed Khetri only paid Rs 4 500/ the fixed mamla What in this paper can possibly be said to justify the abnormal enhancement of the mamla to 44 000 a figure at which it had never stood The only thing that the Khetri Rajah had secured was the proprietary title If he hadn't secured that by the 1814 Document he had got nothing but the

usual grant and it was not open to any high handed treatment as was meted out to him as if he had usurped some land dishonestly

Reading this clause 2 how one will it would not sanction a rise in the mamla to Rs 44 000/- This holding up the Babai case as an instance of improper grabbing of Khalsa land was undoubtedly the work of an enemy who had misrepresented the whole transaction

In 1825 Mr Metcalfe returned to the post of Political Agent of Delhi and Rajputana He can hardly have been unaware of the document of June July 1818 when as Private and Political Secretary Sir David Ochterlony's despatches came to the Governor General

If Captain Stewart resident in Jaipur 1821 — 1824 Brooke page 21 and 25 could make no use of the paper which Sir David had obtained even when the latter was made resident in October 1822 it cannot be because Sir David had forgotten it or did not bring it to the notice of Captain Stewart When he was appointed Sir David Ochterlony was constantly going to Jaipur he was there again in December 1818 in April and May 1819 and in January 1823 See Prinsep Vol II pp 373 376 Mehta pp 148 151 He remained Political Resident until April 1825 See Kaye s Life of Metcalfe Vol II page 22

If Sir David could not make any further use of it there was not much reason to think that Col Lockett could do much more It is therefore not surprising that it cannot be suggested that Col Lockett was repeating the Khetri version of the Babai matter as put to him by Abhye Singh for Rajah Abhye Singh had died in 1826 and his son Bakhtawar Singh in 1829 and Lockett didn t go there until 1831 when the Khetri Raja Sheonath Singh was a minor Col Lockett therefore must have obtained his information from other sources

For all these reasons while reserving the right to add whatever further inquiry may disclose it is very respectfully urged that the title of the Rajah of Khetri to the Babai Pergannah is very clearly made out and in any case connot be assailed now

Sd JOHN JACKSON
6th March 1934

Jhuta Ram's and Rupa Badaran's Influence.

Since the death of Maharajah Jagat Singhji there were two parties in Jaipur (1) *one consisting of Capt Stewart Political Resident and the Minister Bery* Sal (2) the other consisting of the Regent Mother, Jhutaram, Rupa Badaran and one other slave girl Most of the nobles sided with Capt Stewart and Bery Sal, while Megh Singh Khangarote and Lachman Singh of Sikar sided with Jhutaram (Brooke p 23)

1 'The Khetri Raja unlike the other Shekhawati Chiefs, invariably adhered to the Rawal as the latter was the side supported by the British Political Agent" (Brooke p 33)

2 'The three most powerful Chiefs in the community in those days were Lachman Singh Rao Rajah of Sikar, Abhye *Singh and after his death* Bukhtawar Singh Rajah of Khetri and Shiam Singh Thakoor of Bissau The first and last Chiefs were much mixed up with the intrigues at Jeypore and were generally found on the side of the Rani Mother" (Brooke p 31)

3 Raja Sheonath Singh of Khetri's grandfather (maternal) was thrown into prison by Jhutaram (Lockett's Journal)

4 After the death of Raja Bukhtawar Singh Jhutaram tried his level best to take possession of Khetri Wild allegations of non-payment of tribute to Jaipur State were made to the Political Resident, which on inquiry proved to be groundless (Lockett's Journal p 76 During the private conference I had with the Dhabai Thakur Shiam Singh at Jeypore)

5 Jowahir Mal Vakil of Khetri was blown from a gun by Jhutaram on the plea that he was conspiring against his life Lockett's Journal, also mentioned by Brooke at p 33

6 Khetri was a partisan of Bery Sal and the Resident Sometime about 1832 an apparent conciliation was effected between the nobles and the queen mother 'The privileges of the Thakurs were acknowleged and all were admitted to favour (of Ranee Mother) except Bery Sal between whom and Jhutaram there subsisted unappeasable hatred, and the young Rajah of Khetri, whose jagir the Minister, taking advantage of his youth, was bent upon sequestrating" (Mill's History of India Vol IX p 159)

7 "Jhutaram shortly afterwards raised a powerful army, and under pretence of enforcing the military contribution due by the Thakurs and restoring order in Shekhawati country, in which Khetri was situated, despatched it against the latter" (Mill Vol IX p 459)

All these facts clearly show that Jhutaram, Rupa Badaran and the Ranee mother were the last persons to do any favour to Khetri The grant of 1822 was therefore given in spite of their opposition and at the intervention of Capt Stewart and Rawal Bery Sal

Sd JOHN JACKSON
6th March, 1934

BABAI APPENDIX B-II

ADDITIONAL WRITTEN ARGUMENT ON BEHALF OF KHETRI

NOTES BY THE COMMITTEE

Office of the Superintendent,
Court of Wards

D O No 386 Jaipur
The 9th November 1934

My Dear Wills

Please refer to your D O letter of the 5th November 1934 regarding the fresh Babai Statement

It has just come from Khetri and I send it herewith

Yours sincerely,
SD B L COLE

To

C U WILLS ESQ, C I E
Jaipur Hotel

S 123 After having seen the Imperial Records and had time to further consider the position disclosed by the various papers produced it is possible to make a clearer statement of the Khetri Rajah's claim to Babai

The original title of the then Chief of Khetri the exalted and of high rank Thakur Bagh Singh (Refiat Wa Awali Nishan in the Farman) is a Farman of the Moghul Court under the seal of Bakshi-ul Mulk Saifuddaulah Najaf Quli Khan Bahadur Muzaffar Jang Fidwi

NOTES BY THE COMMITTEE

Badshah Ghazi Shah Alam 1191 Hijri 19 Jalus

This grant conveyed to him the entire pergannah of Babai in Jaidad The Chaudhris Qanungos officials and peasants are to consider him the permanent owner (Saheb Jaidad mustaqil) and to act according to his good will wishes and advice He is to continue to pay the *proper Revenue assessed thereon*

Dated 11th Jamad ul Awal Jalus Year 23 (1781 A D)

This being a title from the Emperor was superior to a title from any other source Again in 1790 A D corresponding to 1205 Hijri Thakur Bagh Singh obtained another Sanad from the Mahratta granting him 4 pergannahs including Babai

At this date the position of the Mahratta was as apparent agent but actual successor to the Moghul Emperor This title is recognised by Jaipur State in 1791 and the Mutsaddi is told to collect *the tribute for 1791 from Bagh Singh* (Babai App 3*)

*not printed

It seems however that the Rajawats from which clan come the Maharajas of *Jaipur regained possession of Babai in* 1798 which they had owned apparently for some years in the period between 1740 and 1776 as they took sub leases of the tribute then

But that the title conferred on Bagh Singh was a proprietary title is proved by the fact that from 1785 1799 Thakur Bagh Singh made various proprietary grants *in Babai a list of which* is set out in Babai App 16* Even during

*not printed

NOTES BY THE COMMITTEE

the years 1798-1812 the Khetri Rajah enjoyed some portion of the income of Babai as the entries in the Babai account books show These books still exist Babai App 15*)

*not printed

There is strong reason to think that the Rajahs of Khetri have at different times attached very great importance to their title under these Imperial grants and considered them the basis of their title The next period begins with the year 1806 and goes up to 1822

The points raised in this opening passage are covered by para 3 of our report

S 121 From *Lt-Col Lockett's Report on Shekhawatti of 1831* we get the following facts at page 91 He gives there the history of the tenure of Babai

Col Lockett's Journal has been dealt with by the Committee in App P See also para 23 of our report

Baghsingh having given offence to Rajah Pertab Singh of Jaipur the pergannah on the latter's orders was restored to the Rajawats

When Rajah Jugat Singh in 1806 proceeded with his whole force against Jodhpur he was accompanied by Abhye Singh who had succeeded his father Bagh Singh and the Rajah was so pleased with his conduct on that occasion and during the whole of his arduous contest with Mansingh that he promised to restore to him the Pergannah of Babai on condition of his paying him a Nazzerana of one lac of rupees This promise was made while the armys were investing Jodhpore Abhye Singh gave a note of hand for the money to Rai Chand the Minister who however was disgraced and imprisoned and the note was returned The minister was shortly after put to death and the transfer remained unsettled About six years after this the 2 Rajahs were again on very good terms and Rajah Jagat Singh in 1812 married the daughter

NOTES BY THE COMMITTEE

of Rajah Man Singh and negotiations about Babai were renewed The Rajah agreed to the transfer of the pergannah to Abhye Singh for the amount of Nazzurana originally agreed on but suggested at the same time that Abhye Singh should take possession of the Fort of Babai with his own troops he having at that particular time none that he could well spare The money to the amount of one lac of rupees was remitted by Abhye Singh to the Jyepur treasury through Misser Sheo Narain The rent originally demanded by Madhoji Scindia and paid to him and subsequently to Rajah Partab Singh namely Rs 4 500 remained unaltered

Col Lockett then refers to the assembly of the Thakurs in June 1818 at which the Resident General Ochterlony desired Koour Bukhtawar Singh who represented his father Rajah Abhye Singh to restore the Babai grant Notwithstanding the explanation offered by the Koour respecting the original assignment of the pergannahs to his grand father (Bagh Singh) and the large sum paid to the Rajah for it as well as the heavy expense incurred by his father in capturing the Fort of Babai which he estimated at 50 000 rupees the resumption was insisted on by Mohan Ram Nazir the then Minister after a prolonged discussion It was *finally* settled that the district of Babai should continue in the possession of Rajah Abhyesingh provided *he agreed to pay in future* an increase of rupees 39 000 or in other words *a fixed rent of Rs 44 000 per annum* This was agreed to though not without great reluctance

Col Lockett was misled See Report para 23

Another attempt was made by the Minister in 1822 to increase the rent of Babai On that occasion Major Stewart the

NOTES BY THE COMMITTEE

Political Agent then—wrote to Rajah Abhye Singh "In his Persian letter which is now before me, he informed that Chieftain that the Jyepur minister had been offered a higher rate of rent for Babai, and he asked him, whether or not he would agree to hold the district on the increased rate proposed"

Raja Abhye Singh's reply is as follows —"With respect to increasing the rent of Babae I have to inform you that the expense of my Troops during the two years I remained on service with the late Raja (Juggut Singh) in his War with Jodhpoor amounted to Rupees 41000/- that I paid one lac (1 00 000 Rs) as a *Nuzzurana* to the Maha-Raja for the grant of Babae, and that it cost me 50,000/- Rs to take the Fort of that Pargannah Formerly there was a fixed tribute for that Pargannah of Rs 1500 per annum in the time of Raja Sawae Jye Singh, Madho Singh and Purtaub Singh which was regularly paid Afterwards during the administration of Mohun Ram Nazir, who was an enemy of *mine* instead of 1500/- Rupees 11 000/- was fixed as the Tribute while from another brother Chief, who had paid 60 000/- Rs he only asked 90 000 Rs* per annum Now you write to me that the farmers are ready to give more, I must refer you to my engagement which will be found in the Records of the Government Be pleased to read it and act according to what is there written

*Rao Raja Luchmun Singh of Seekur for the district of Khandela.

I have always considered myself as a dependent of the Company — You will learn further particulars from Thakoor Bagh Singh ' This is Bagh Singh Larkhani of Khetree whom the Dewan of Nawab Fyz

NOTES BY THE COMMITTEE

Mahumud Khan marked out as the Chief of all the Sulheydee and Lar khanee plunderers

"The above letter is dated the 22nd January 1822 *It seems to have satisfied the Political Agent* and the Minister Rawul Beree Saul, *as the correspondence ceased* on the receipt of it, and no increased rent was afterwards demanded for Bubae

Col Lockett was kept in ignorance of the all-important Bapoti grant of 1822

"It appears from what has already been stated, that the Khetree Chieftain is in the double relation of a *tributary* and a farmer to the Raja of Jyepoor For his share of the lands of Jhoonjhnoo and Nurhur, *seized on originally by his ancestor Sardul Singh*, he pays a fixed sum of money annually in the shape of tribute as a *redities* or acknowledgement to the Jyepoor Government

"For the district of Babae which he holds in farm, as an *Istumraree* — grant, he pays a quit rent, which has varied from 4,500 to 44 000 Rupees per annum The former possessions are hereditary, the latter are revocable at will, though it must be acknowledged that the resumption of Babae under all the circumstances of the case as already detailed, would be a harsh if not an unjust measure

"At all events the resumption of the districts during the Raja's minority and by a Minister so little respected as Jhota Ram could never be viewed in a favourable light by any of the respectable Chieftains and Thakoors of Shekhwatee Jhota Ram however at the instigation of his colleague, Thakoor Sham Singh, meditates this measure the Dhabae and the Khetree people in general, seem to have no doubt"

Notes by the Committee

This argument is countered by the simple fact that the celebration of the marriage took place in 1813 A D while the capture of Babai occurred in 1812 A D, so that the capture could not possibly have followed as the consequence of a concession made at the time of the marriage See chronology which prefaces our report

Khetri's own inscription celebrates the capture

This long extract shows—

(1) That Rajah Abhye Singh had won the approbation of Maharajah Jagat Singh for his efforts on the latter's behalf in 1806 in the war with Jodhpur and was promised the restoration of Babai on a Nazarana of one lac as his reward

That this sum however was not paid as set out and the matter was therefore left in abeyance

(2) That *in 1812 on the celebration of the marriage of Maharajah Jagat Singh with the daughter of the Maharajah of Jodhpur* the Maharajah agreed to transfer the Pergannah to him for the one lac nazarana originally agreed to but suggested that Abhye Singh should take possession of the Fort of Babai with his own troops Considering that the Rajawats who had possession of Babai had been put in by the previous Jaipur Maharajah *and that they were of his own clan of* Rajawats that he would be engaged in all the arrangements and festivities consequent on his new matrimonial alliance it was only natural that the Maharajah should stipulate that Abhye Singh should secure possession for himself

The taking of Babai was thereafter effected by Rajah Abhye Singh with his own forces but *it was not a forcible taking* as it was with the permission and on the suggestion of his overlord the Maharajah of Jaipur and cost Rajah Abhye Singh Rs 50,000 The due payment of one lac as nazarana was a condition of the grant and this condition was fulfilled That on these conditions and in such circumstances the making of the grant was a bonafide transaction is clearly shown It

NOTES BY THE COMMITTEE

A statement based on no authority

Khetri's "holding over" on the expiry of the three-years Ijara was, possibly acquiesced in by Ochterlony, but there is no direct evidence to this effect

was for good consideration and in restoration of a previous possession with title from the Moghul Emperor It was not, *as Mohun Ram had evidently, deliberately misled General Ochterlony to believe* a case of misappropriation so that the General said to Kunwar Bakhtawar Singh I knew the land in general had been first usurped and then measures adopted with the Manager of the day to obtain a Sanad (App H Part III Clause 3) That *at some later date General Ochterlony learnt the true facts is evidenced by the fact that* though he continued to be the Resident of Delhi and Rajputana until 1825 and frequently came to Jaipur and stayed there for months together, *he never made any attempt to oust Abhye Singh out of Babai* in spite of his personal conversation about it and in spite of his such mentioned articles of Agreement of June 1818

There are other papers which support the narrative of Lt-Col Lockett written in 1831 There is P S 387 written by Missei Sheo Narain in September 1813 stating that a sum of one lac of rupees has been settled on account of Nazarana of Babai and the tribute at Rs 4 500 of which Rajah Abhye Singh is given the Ijara The tribute in these later days was called "Mamla" and is so called in this paper

The next paper to be referred to is the grant itself from the Maharajah of Jaipur bearing his seal It states that the 22 villages of Pargannah Babai with all rights of Town, customs, mines, minting and all cesses are bestowed on Rajah Abhye Singh on a fixed Mamla of Rs 4 500 which shall be paid from generation to generation

NOTES BY THE COMMITTEE

Now irrelevant as being prior to Ochterlony's resumption of 1818 A D

*not printed

There are three papers showing this grant Two of them are of Katik (September) and the third of October 1811 The first is addressed to the Mutsaddi Jaipur Officials The second was to Rajah Abhye Singh but bore no seal and he evidently considered this a flaw for he gets a similar one in the next month bearing the Maharajah's seal (Babai Appendix Nos 9 10 11*)

There is a paper of 1812 (P S 86 and Babai Appendix No 7) a memorandum of the Jaipur (Huzuri) Personal Office which states that the title of Rajah has been granted to Abhy Singh son of Bagh Singh Shekhawat of Khetri and adds Salaam was also performed on account of taluqa Babai This must have been when Abhye Singh gave the note of hand to the Minister Rai Chand referred to by Col Brooke and quoted above This was the year Rajah Abhye Singh captured the Babai Fort of Baghor as stated in paragraph 124 of the Report The conferment of the title of Rajah and the Salaam for Babai cannot possibly mean less than a permanent title to Babai at Rs 4 500 annually

The grounds for this view may be summarised as follows —

1 That Abhye Singh had rendered 2 years military service in the field with his own troops in the war against Jodhpur 1806 1808 which had cost him Rs 44 000

2 The Nazarana of one lakh of rupees which was paid in cash

3 The expense of regaining possession of Babai taluqa with his own

NOTES BY THE COMMITTEE

troops which cost Abhye Singh Rs 50 000

4 The fact that Abhye Singh had title to Babai under a Moghul and a Mahratta grant and possession thereunder until Maharajah Pertab Singh being annoyed had ousted him

5 That Maharajah Jagat Singh was so pleased with Abhye Singh about this time that he conferred on him the title of Rajah

Thus as shown above the grant was for good services rendered and in the circumstances could not be subjected to any enhancement However in 1818 under a mistaken view of the facts General Ochterlony *misled by Mohun Ram* compelled Bakhtawar Singh to agree to pay an increasing assessment for the 3 years 1819, 1820, 1821, rising in the last year to Rs 44 000 This was a grave injustice as has been shown but it was done and had to be accepted

There is no authority for this

To go back for a moment There is a letter in Persian from Mr C T Metcalfe to Rajah Abhye Singh dated January *1814 (Babai Appendix No 12*)* in which Mr Metcalfe acknowledges the receipt of the Rajah's letter informing him of the Rajah's having obtained Taluqa Babai which the Maharajah Jagat Singh had benevolently bestowed on him He adds "your letter gave me immense pleasure as the news of prosperity and success of a sincere friend is always a source of happiness"

*not printed

This proves that as early as 1814, Rajah Abhye Singh had publicly given out the grant of Babai to him by the

NOTES BY THE COMMITTEE

Jaipur Maharajah It also shows that Mr Metcalfe knew Rajah Abhye Singh from some time previous as he speaks of Abhye Singh as his sincere friend So that when in 1818 he wrote to the Governor General that Rajah Abhye Singh was an Independent Chief paying tribute to Jaipur he had not formed this opinion without sufficient opportunity to test its correctness To continue from 1821, the 3 years lease of Babai came to an end in the middle of that year Captain Stewart came to Jaipur as Political Resident in April 1821 and had to deal with the matter of Taluqa Babai The above quoted narrative of Lt-Col Lockett tells us what transpired The letter of Captain Stewart and the Rajah's reply were before Col Lockett when we wrote for he puts the words of the reply in inverted commas while of Captain Stewart's letter he says it is before him

Metcalfe *confirmed* Ochterlony's action in his letter to Khetri

The Khetri Rajah has produced another letter of Mr Metcalfe in which he writes to Abhye Singh saying very properly that he could not interfere with General Ochterlony's proceedings but he was sure that the General would do what was right If usurped Babai would have to be given up *It is very probable however that Metcalfe did write privately to General Ochterlony* for in spite of all Ochterlony had said and done about Babai in 1818 in spite of the fact that he was frequently in Jaipur and stayed there for months at a time (See Brooke's Political History) that he was in the neighbourhood prepared to bombard Rao Rajah Luchman Singh when the latter seeing this was imminent took a lease of Khandela for 3 years in 1822 *the General nevertheless employed no pressure whatever against Rajah Abhye Singh* A careful

The "holding over" after the expiry of the *temporary* 3 years

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lease was possibly acquiesced in, but not Khetri's claim to a *permanent title* based on the invalid grant of 1822 See paras 11 and 13 of report

The questions arising out of this grant have been very fully dealt with in our *report* *The* Bapoti grant violated Khetri's own Arzi of 12th May 1819 [Report para 17] as well as the Settlement of 1818

No In 1818-20

This was not Ochterlony's view

The *Bapoti grant* was never the subject of such reference and its existence was concealed from Col Lockett in 1831 For the British to have accepted it would have been a gross breach of faith See Report para 19

perusal of the Imperial Records shows that no attempt was made to coerce Abhye Singh in any way about this Taluqa by either Sir David Ochterlony or Captain Stewart

That the question of Babai was taken up by Capt Stewart and reference made to it by him to Sir David the Records show but what suggestion the latter made to the former we do not get probably because they were confidential and possibly oral At any rate it was only 4 days later that a Khas Mohur Parwana was issued under the seal of the young Maharajah from the Regent Rani's Office giving the Taluqa of Babai to Rajah Abhaisingh on an annual payment of Rs 44 000

S 125 *Such a grant cannot be said to in any way offend or go counter to the instructions given by the Governor General in Council* that the Resident should see that no alienations were made by the Regency which would directly diminish the Revenue of the Rajah and eventually affect the payment of the tribute to which we are entitled by treaty

As shown above the annual payment had been very arbitrarily raised from Rs 4 500 to 44 000 in *1822* on a grant that had *bona fide been made for perfectly good consideration in 1814*

Now in 1822 the Khas Mohur Parwanah makes this high enhancement permanent It does not therefore diminish the Revenue of the Rajah *Nor can it be assumed for a moment that it was done without previous communication with the Resident* because it certainly was the subject of reference between Captain Stewart and the Resident Sir David Ochterlony but as said above the Records

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This is not proved for 1822 as explained in our Report para 20

As above

Yes—by Rupa Baranan

do not disclose the Resident's views on this grant

Considering that it is a grant in the time of *Jhota Ram who had a very marked hostility to the Khetri Rajah* as Col Lockett sets out (Lockett p 76 Brooke p 55) it can hardly have been given as a favour Indeed the language of it is very peremptory and harsh clearly showing that there was to be no concession of the excessive enhancement and that it was only on this high payment that Rajah Abhye Singh could have it permanently It will be remembered that the 3 year lease had expired in the middle of 1821 and therefore there were 6 months during which the negotiations went on before the Khas Mohur Parwana was given which was ample time for the Political Agent Captain Stewart to consult the Resident Sir David Ochterlony

S 196 It is shown that the transaction was in no sense a clandestine transaction because an office copy of the perwana was made over to the Jaipur Official by a female servant from the Regent Rani's Office The power behind the Rani Jhuta Ram from *his strong hostility to the Khetri Rajah* would have seen to the latter not getting anything in the nature of a concession and would have reported it without fail to the Political Agent if it had been a concession But apart from that when *a copy was sent to the Jaipur Official for filing* it is beyond question that the translation was accepted as bonafide and genuine

To this must be added the fact that Captain Stewart continued to be the Political Agent and Sir David the Resident

NOTES BY THE COMMITTEE

It is certain that the grant of 1822 was not before Col Lockett or he would not have attributed the fixation of the assessment to Ochterlony and Barnsall in 1818 or have declared the tenure revocable Abhaisingh died before Lockett's visit to Khetri The Khetri Agents concealed the grant of 1822 and persuaded Lockett that the assessment of Rs 44,000 was *finally* fixed in 1818

Precisely—and this is the reason why that tenure is invalid

These points have all been dealt with in the report See paras 30-32 and 42

man who completely misinformed him Whether the grant was before him or not it is not possible to say now, nor is it understandable why Rajah Abhye Singh should have withheld it because if he was setting up the grants from the Emperor, Col Lockett would have said so The grant of 1814 had been rejected by General Ochterlony and the lease of 1818 was not 'Istimrari' Therefore *the only paper he could rely on was this parwanah of 1822* Equally the Jaipur State would not set up the title of Abhye Singh on the 1814 grant for that put the mamla at Rs 4 500 and the later document of 1822 the Khas Mohur Parwana is a permanent grant of Babai on a yearly payment of Rs 44 000 *It is the only paper that combines the characteristics which have been consistently observed since 1821 of a permanent tenure on a fixed mamla*

This paper has been preserved ever since it was issued by the Khetri Rajahs and its copy by the Jaipur State Officials How is this the case if it has no validity? If it was obtained improperly why has no *Jaipur Maharajah or Jaipur minority administration ever questioned the right of the Khetri Rajah to hold the property?* More particularly in the earlier years 1822-1845 when many people were alive who knew all the facts *How is it that no Political Officer has ever suggested that the Khetri Rajah had no title to Babai? Why is it entered in the State Papers as ijara istimrai*, if that was not the way that the State construed the document of 1822

The words of the Khas Mohur Parwana of 1822 practically reiterate the words of Rajah Abhye Singh's complaint about the excessive rise in the Mamla which

NOTES BY THE COMMITTEE

he uses in his letter to Captain Stewart The summary rejection of his objection in the parwana seems to show that some order had been received from the British Officer that the only consideration he could get was a recognition of his rights to the pergunnah on the higher mamla That as to this there was to be no reduction It is probable that he received this consideration in view of the assistance which he had given the British Government at the time the treaty was negotiated and the old friendly relations between the Rajah and the British instanced by the exchange of Paggris referred to by Col Gardener in 1803 and from the fact that he undoubtedly had proved a genuine right to the permanent grant of 1814 but had been arbitrarily compelled to pay an enhanced mamla for it for the 3 years 1818 1821 It is further necessary to point out that if the parwana had not received the concurrence of the British Resident it would only have been objected to by him on the ground of its reducing the Revenue and so the chances of the British Government getting its tribute *from the State Revenues Such* objection could not effect its validity qua the Jaipur State *As it did not reduce the Revenue it could not have been objected to by the British Authorities*

Its issue was contrary to the Government of India's explicit orders

A similar Khas Mohur Parwana is accepted as a valid document in the Report though it is issued by the Regent Rani in 1827 that is during the minority (See paragraph 138)

This was confirmed by the British in 1839 A D

128 It is suggested that there was some *break in the sequence of the British Records* between 1818 1819 and 1831 There is no ground for this whatever

No—but a serious gap in the British Officers knowledge of those records

NOTES BY THE COMMITTEE

Jhutaram would hardly spoil his chance of ousting Khetri from Babai by referring to his own permanent grant (through Rupa Bairam) of 1822

Because "istimrari grants are not revocable at will

The Bapoti Grant or Khas Mohar Parwana was definitely *not* a lease but an authority to include Babai in Khetri's ancestral property Lockett never called the lease permanent but used the word istimrari the import of which he did not understand as shown by his remark that the tenure was revocable at will

The records are continuous as the Imperial Records in Calcutta show See also Brooke's Political History for some evidence of this *Col Lockett was accompanied by Jhota Ram who was determined to seize on the Khetri possessions on some pretext or another* (Lockett p 76) *Did he not tell Col Lockett?*

The Khas Mohur Parwana was of 1822 The much stressed agreement of June 1818 would not affect it Nor would the Agreement of 1819 mentioned in paragraph 125 as there was no appropriation by the Khetri Rajah but a grant by the Regent Rani under the Maharajah's seal

That Col Lockett in 1831 wrote that the Khetri Rajah held Babai in farm as an istimrari grant is called *a curious circumstance* in the Report It is not a little difficult to understand this comment

The Khas Mohar Parwana is a permanent grant including rights of all lands in to or arising out of the Taluqa Babai for an annual payment of Rupees 44 000 according to the Report Accepting the word ijara to mean a lease *Col Lockett calls it a grant of a permanent lease* It would take a lawyer of exceptional experience and acumen to distinguish the 2 descriptions of the document

The title is said to be defective even if acquiesced in for the last 111 years and reference is made to the proceedings in 1891 in respect of the Khetri Rajah's mining rights in Babai This is a very apposite reference On the 6th March 1891 the Resident Jaipur by his letter *No 561* inquired from the Jaipur Council what rights were enjoyed by the Khetri Rajah in respect of the Babai mines

NOTES BY THE COMMITTEE

This is the view we have already expressed in our Report para 43

This at once necessitated an inquiry into the Khetri title to Babai There was only one possible answer if the Khas Mohur parwana was not then shown to the Council by the Jaipur State Officials who kept the State Records That was "*The Khetri Rajah has no title he is holding over since 1821 and can be ejected in any year*"

But the report of Anandi Lal of Kutchery diwani after inquiry from the Officials concerned has the following passage "Again in 1875 (1818 A D) the ijara of the pargana was renewed in favour of Rajah Abhye Singh and according to agreement the ijara was fixed at Rs 40000 for Sambat 1875 (1818 A D) Rupees 42000 for Sambat 1876 and Rupees 44000 for Sambat 1877 (1821 A D) Since that time the parganah continues to remain in the ijara tenure of Khetri on payment of Rs 44000 annually in the Raj Treasury"

These papers shall prove ... Rao ... Khetri that the T... ... [illegible]

[illegible]

NOTES BY THE COMMITTEE

idea is not consistent with the fact of your paying the Durbar a fixed annual sum for the Taluqa which sum is not called Mamla in the Durbar documents and is therefore evidently a quit rent (istimrar payment) on a perpetual lease I think you should rest content with the recognition of your mining rights" The State has never previously disclosed the Khas Mohur Parwana but what paper did the Council see on which they all approved of the Statement above noted *Viz* — Since that time (1821) the pergannah continues to remain in the ijara istimrar of Khetri on payment of Rupees 44000 annually in the Raj Treasury *These papers* shall prove to the Rajah Ji of Khetri that this Taluqa was given on an ijara to him by the Durbar and there cannot be accepted any argument of its not being in *istimrar tenure* '

See paras 40-42 of report

This curiously enough is the same phrase that Colonel Lockett uses of the tenure enjoyed by the Khetri Rajah in Babai to which attention is drawn in this paragraph It seems that a Jaipur Official was his informant This goes to show very forcibly that the parwana was held to be an istimrar ijara in 1831 and 1891 (*A*) *Is it open to the Jaipur State to now go back on this?* (*B*) *If so can the Khetri Rajah also go back to the ijara istimrar of 1814* which is undoubtedly genuine duly executed and for good consideration? He could forego any refund of the excess payment levied from him under the pressure of General Ochterlony for the years 1818 — 1821 and claim that the annual payment should be Rs 1700 even if no deductions were given Or set up his title under the Moghul and Mahratta Sanads as Rajah Ajit Singh

(A) Yes because the States admission in 1891 was based on ignorance of essential facts

(B) No because of Ochterlony's resumption in 1818

NOTES BY THE COMMITTEE.

[illegible] to have [illegible] 1901 [illegible] of [illegible] Jaipur State [illegible] The [illegible] of [illegible] have far reaching [illegible] The parties in [illegible] debarred from setting up [illegible] law of limitation.

That the State [illegible] maintained that the Basis of [illegible] tenure in Babai [illegible] tenure in the rest of the T[illegible] full accord with the [illegible] as a Tikanedars Babai Ta[illegible] ordered a permanent grant [illegible] [illegible] Ma[illegible] Jaipur [illegible] as Ma[illegible] T[illegible]

[illegible]

[illegible]

NOTES BY THE COMMITTEE

becoming only a sublessee of Maharajah Jai Singh in 1732 As the new Chief in 1732 Sardul Singh agreed to pay Rs 70000 for Jhunjhunu — there was an extra 5,000 for certain additional properties — Maharajah Jai Singh had only realised 30000 from the Qaimkhani Nawab Fazil Khan of Jhunjhunu in 1726 (See P S 4 and Qabuliat of Fazil Khan for 1726 P S 9) The change of Chieftain in 1732 from the Qaimkhani to the Shekhawatti Sardul Singh led to a rise of Rs 40000 in the profits of Maharajah Jai Singh

In 1781 A D the Khetri Rajah receives the Sanad of Babai as a permanent grant from the Moghul Emperor Shah Alam II

In 1790 he obtains a similar Sanad including 3 other pargannahs from the Mahratta

In 1803 the Khetri Rajah is on terms of extreme intimacy with Colonel Gardener and flies the British flag over his fort of Khetri in that year (See Petition of Col Gardener to Lord Lake)

In 1806 the Khetri Rajah is given the Pargannah of Kotputli by the British Government through Lord Lake (See Aitchison Vol III p 117)

In July 1812 Rajah Abhey Singh received a Kharita from Sir C T Metcalfe conveying the acknowledgements of the British Government for Khetri Rajah's co-operation along with his forces He receives a similar acknowledgement in 1817

In 1814 Sir C T Metcalfe congratulates him on receiving the grant of Babai from the Jaipur Maharajah

NOTES BY THE COMMITTEE

In 1816, Raja [illegible] Singh [illegible] Maharaja [illegible] [illegible]

On [illegible] [illegible] [illegible]

On [illegible] 1818 [illegible] Singh [illegible] [illegible]

Besides the Babai was formally resumed and restored to the Maharaja's Khalsa

This is an unjustified assumption

In January 18[illegible] [illegible]

[illegible]

NOTES BY THE COMMITTEE.

S. 130 It is proposed that the Jaipur State should go back on its records and its Council ruling in 1891 and bestow lesser rights by a new paper title. The report repudiates its own suggestion that it might be called a hard Bargain.

S 131 The State papers call the holding of the Babai Taluq a permanent lease on payment of Rs 44,000 annually.

The State Council in 1891 insisted that this was incontrovertibly the nature of the title.

The Khas Mohur Parwana calls it a permanent grant on the same terms

He will receive a permanent territorial title which he at present lacks.

It is therefore very difficult to discover in the proposal here made what the Khetri Rajah is supposed to receive in return for his mining rights The consideration seems illusory, unless it is to be free of all future payment

The remarks made herein are submitted as an addition to the reply made in March 1934 As far as possible they refrain from reiterating the Statements already contained but it has been found necessary to deal with many of the points already set up in the earlier reply

EXTRACT FROM THE MEMOIRS OF AMIR KHAN

by Busawun Lal relating to the year 1813 A.D. translated by H. T. Prinsep in 1832 A.D.

* * *

(p 419) As it had now become evident, that no money would be levied with punctuality in Jypoor without establishing garrisons and cantonments throughout the country, the Ameer sent Mookhtar-ood-Doula towards Hindoun with a general authority to settle and administer the Raja's possessions in that neighbourhood He also assigned to Doondee Khan, Ex-Zumeendar of Kumona, who had been expelled and ruined by the English, the forts of Hindoun and Mohummud-Gurh Raja Bahadur Lal Singh and Meean Akbur Mohummud Khan, with their brigades, were stationed at Lalsonth, Busye, and Lowaye. Colonel Mehtab Khan, with his brigade, was sent into the Shekhawatee country, and Meean Seyud Ulee Shah, being placed in command of the brigade formerly under Raja Mohun Singh, was detached with Nawab Jumsheed Khan into Mewar At the request of Rao Lachhman Singh of Seekur, Meean Moonuwur Khan and Daood Khan were ordered to Khundela to aid in the settlement of that country The Ameer himself also, soon after went towards the Sheekhawatee country, but, as he was about to enter it, Colonel Mehtab Khan who had settled to take a sum of money as a consideration for its exemption from plunder and from the levy of contributions, came to the Ameer to represent that this money would be lost if he prosecuted (p 420) his intention of penetrating into the tract The Ameer upon this, made an assignment on the Colonel in favour of the men of his own army, and issued a general order forbidding the latter from plundering or committing any excesses in the country during their passage through it, so that there should be no interference with the Colonel's arragements for compounding for its exemption

In this interval, Raja Buhadur Lal Singh having established his cantonment and garrisons in the pergunnas about Jaipoor, with posts in all directions, set himself to collect the revenues The Jypoor authorities upon this assembled their forces, and the Ameer's General thinking his numbers inadequate, was retiring upon his garrisons and had reached Chundlaee, when Chand Singh came upon him and an action took place Mookhtar-ood-Doula had nobody to send to reinforce Raja Buhadur, except Doondee Khan, but Meean Akbur Mohummud Khan marched from Lalsonth and joined him with all the troops he had, and the two officers, concerting a plan of operations together, threw their reserve and baggage into a village near, and prepared their army for light service Chand Singh, thinking he had gained great advantage over Lal Singh, and that he was about to retreat, brought his troops to close action with cannon and musquetry, but the Raja and the Meean, being both men of courage and experience maintained their ground

with determination and returned the fire with such effect that Chand Singh was beaten off The Ameer himself, hearing of the Jypoor troops being again in the field came with all haste from the Sheekhawatee country to Kaluk, and sent in advance Mohummud Umur Khan with a body of lightly equipped (p 421) horse Before he got near Chundlaee Chand Singh had fled precipitately to Jypoor, leaving the victory to the Ameers troops The Ameer seeing the matter brought to this issue, sent back Singee Induraj, Raja Man Singh's Bukhshee who had been detached by the Raja at his request to assist in reducing the Jypoor troops, and himself went to Chundlaee, and distributed rewards and praises and a considerable sum of money amongst the troops in acknowledgment of their bravery and good conduct Salutes were fired on the occasion, and other rejoicings and congratulations took place, and the sounds of gladness rang in the vault of Heaven Mookh tar-ood Doula joined from Hindoun soon after and the Ameer, returning into Sheekhawatee spent some time in laying siege to Luhurwas, a dependency of Danta Ramgurh under Jypoor A contribution of a lakh of rupees was levied on the place through Mohummud Ayaz Khan, and the Ameer then brought the brigade of Colonel Mehtab Khan to within five kos of Jypoor, and encamped

Singee Induraj Bukhshee had at this juncture been sent from Joudhpoor to negotiate for a double marriage between Jypoor and Joudhpoor, and was then in Jypoor for the purpose and an intrigue was at the same time set on foot by the Ameer to recover for Misure Sheonurayun his place in the ministry of Jypoor and encouraged by his support, this ex-Dewan came from Kochawun in Joudhpoor, and was placed at the head (p 422) of affairs Through him jointly with Singee Induraj, the Ameers tribute was fixed at twelve lakhs of rupees and Chand Singh,* who had given so much trouble was expelled from the city and from all concern in affairs of the State The Ameer sent Raee Data Ram, who had recently returned to camp from his native country, whither he had gone in consequence of the decease of his father, to Jypoor, to settle the channel of Muhajuns through whom the tribute agreed upon was to be paid The amount was divided and settled, to be paid, half to the Ameers special troops, and half to the brigades, and assignments upon it were given accordingly The Ameer then sent Mookhtar-ood-Doula to evacuate Hindoun, and the other places occupied in Jypoor, the restoration of all being the condition upon which the money was to be

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* It appears on reference to the reports of the Resident at Dehlee that a party opposed to Chand Singh and Beohra Khoshalee Ram at the head of which were the Ooneeara and Khetree Chiefs with Mekh Singh and Chutoorbhoj had been formed in March 1813, and on the 6th August the Resident writes that they had compelled Chand Singh to retire and were negotiating for a settlement of disputes with both Man Singh and Ameer Khan The Resident's account of the basis of the arrangement proposed to Ameer Khan confirms the settlement here stated to have been made

paid; and himself, with his own troops, and Colonel Mehtab Khan's brigade, went into Boondee, where he cantoned the brigades near Nugur Nynwan. The Ameer then proceeded to Sheergurh, where he spent some days with his family, but returned soon after to camp.

In the meantime Singee Induraj's negotiation for the double marriage was making progress. Having settled the thing at Jypoor he returned to Joudhpoor, and brought Raja Man Singh to agree to give his daughter to Raja (p. 123) Jugut Singh, and to take that Raja's sister, and it was arranged definitively. The two Rajas accordingly commenced their march from their respective capitals and met at Mirwa and Roop-Nugur, and their meeting* was conducted with all the ceremony and state usual with the Chiefs of this rank in Rajisthan. Both marriages were then duly solemnized, and there were rejoicings and revels, and great pomp exhibited on both sides. Thus the two marriages, viz. that of Raja Man Singh's daughter with Raja Jugut Singh, and Raja Jugut Singh's sister with Raja Man Singh, were solemnized, and peace was re-established between these great Chiefs of Rajisthan. The two Rajas then took their leave of each other, and each returned to his own capital. The Ameer went by the route of Ajmeer to join his army. These events bring down the course of our Narrative to the Hejira year 1228.†

* The Resident at Delhee reports these events in a letter dated 23rd October 1813; their date may therefore be assumed to be towards the commencement of that month, but neither the time nor place of the two Rajas meeting is stated any where in the correspondence with precision. The event is quite unnoticed by Colonel Tod, though he gives the history of both Rajas.

† A. D. 1813—4th January to 23rd December.

INSCRIPTION IN BAGHOR FORT.

Shri Ram Ji

Vikrami Sambat 1869 Iswi San 1812 men Khetri ke Rais Shriyut Maharaja Abhaisinghji aur Shriman Maharajkumar Bakhtawarsinghji ne Jaipur ke Rajawat Thikane Dhula se vijayi hokar Baghor swadhin kiya us sangram men Khetri ki or ke yeh Kshatri virta se kam aye

Yeh pashan Rais Khetri Shriyut Maharaja Sahib Ajitsingh Ji Bahadur ne vikrami Sambat 1953 Iswi San 1897 men rakhwaya

Daulatsingh Mulakpurya Gram Bilwa Ilaqa Khetri

Pohap Singh Bharmalji ka beta Khetri

Lakshman Singh Narsinghji ka beta Khetri

Chain Singh Dansinghji ka beta Khetri

Dalel Singh Mulakpurya Khetri

Neta Nai Veru ka beta Khetri

Sarup Singh Balusinghji ke beta Bamlas

TRANSLATION

The Name of God

In the Vikrami Sambat 1869 and the Christian year 1812 A D Shriyut Maharaja Abhaisinghji of Khetri and Shriman Maharajkumar Bakhtawarsinghji won a victory over the Rajawats of Jaipur belonging to the Thikana of Dhula and took possession of Baghor In the battle the following warriors on the Khetri side bravely gave up their lives

This tablet was set up in the Vikrami Sambat 1953 and the Christian year 1897 A D by Shriyut Maharaja Sahib Ajitsinghji of Khetri

1 Daulatsingh Mulakpurya of M Bilwa in the Khetri territory,
2 Pohapsingh son of Bharmalji of Khetri
3 Lakshmansingh son of Narsinghji of Khetri
4 Chainsingh son of Dansinghji of Khetri
5 Dalelsingh Mulakpurya of Khetri
6 Neta Nai son of Viru of Khetri
7 Sarupsingh son of Balusinghji of Bamlas

WAQAYANAVIS ENTRY FOR 1813 A D

Ram *Syaho Hazuri.*

Sambat 1870 Miti Bhadwa Ba 13 Somwar mu Jhotwara ke bagh

Abhaisingh Baghsingh ka Shekhawat Khetri ka no Raja ko kitab baksyo ti ki salam hui wa nijar hui

Wa Taliqa Babai Par Shri Madhopur ka ki salam hui

TRANSLATION

The Name of God *Entry in Hazuri Office*

At the garden at Jhotwara on Monday the 24th of August 1813 A D

Abhaisingh the son of Baghsingh Shekhawat of Khetri offered his Salam and a nazarana on the occasion of his investiture with the title of Raja

He also offered his Salam' for the taluq of Babai in the Parganah of Shri Madhopur

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BABAI APPENDIX F

MISR SHEONARAIN'S GRANT OF 1813 A D

Sambat *1870* Amil *Parganah* Sri *Madhopur ka jog likhi Miser Shivnarain* kenya bancha

Kagad qarar miti Asoj Bud 5 Sambat 1870 apranch mafiq hukam Shri Hazur ko likhan chhan jo taliqo Babai parganah muzkur ko Raja Abhaisingh Shekhawat Khetri ka kae I Sambat 1870 the thehro chhe so amal dijo ar salana rupiya 4 500 anke pantalise hali ka mafiq sadamad thehra chhe so tahsil kar jama karbo kijo ar nizrana ka rupiaya 1 00 001 anke yek lakh yek thehra chhe so athe khazane jama karay kabaz ponchasi ar ye jamiyat son dilan Darbar *men chakri karbo karsi* *Havale Lal Khan Dhalet*

TRANSLATION

1813 A D From Misr Sheonarayan to the Amil of the Parganah of Shri Madhopur Letter dated the 12th of September 1813 A D In accordance with His Highness' orders I write to say that taluqa Babai in the abovementioned Parganah has been settled with Raja Abhaisingh Shekhawat of Khetri with effect from 1813 A D So give him possession Further an annual assessment of Rs 4 500/ in current coin has been fixed as heretofore which should be collected and credited Also a nazarana of Rs 1 00 001 has been fixed so credit this into the Treasury here and send me a receipt for it Further he will render service to the Darbar with his forces (footsoldiers)

MISR SHE NARAYAN'S GRANTS OF

Shri

Sid _ Shri Sriwnma J gr Ba a J _ _ 4 1
Sa j Narayan kan Ashrma bnncn —A _ _
sa'a baa a chau e—arranen mauc hnkm San II
Parmno Ba a gaon — cas r— daaa—kana. uam
'ar ar sur baaso jin ka ru 450 sarna char kmar
chhe so sa ar sa pusht dar push a ran jiv Thai
hosi — m r kar su 3 / M a Mangsar Sud 3 Sim a 1871 ka.

TRANSLATION

Af er c mp m n s rom M sr Sheonarayan to Raja Abhasing
acc rdance wi h His H ghness orders I wr e to n rm you at the ra
o Babai with its 22 villages the Headquarter town he r to the
traders zaar th mines Kanat dambo) an l asses / etcetera l esses have een gran
to you by the Darbar on the old customary a sessmen o Rs 450 which
y u will pay year a er year and generation a er generation. Nothing more
will be demanded from you Dated the 15th f Nov m er / the 14th of Decem er 1814 A D

METCALFE'S LETTER OF 1814.

Raja Sahib Mushfiq Mehrban dostan Sallamahu allah taala

Bad ishtiyaq mawaslat kasir-ul-masarrat ki mutajawizul-hasr wal bayan ast mashhud-i-khatir-i-tawaddud zakhair gardanida mi ayad mufawaza-i-mawaddat tiraz mushtamil bar dastyabi-i-Taaluqa-i-Babai ki Maharaja Sawai Jagat Singh Bahadur az rah-i-inayat o atifat ba an mehrban bakhshida and marfat-i-Lala Dhonkal Singh Vakil wasul-i-buhjat shumui namuda inshirah-i-maufur afzud-wa-mazamin-i-muraqqama mashruhan muwizzah sakht chun zuhur-i-falah-o-bah-bud-i muhibban-i-sadiq-ul-wila mujib-i-inshirah-i-khatir-i-muwanasat muzahir ast, in mani az har che tamam tar mujib-i-khursandi-hagardid Oo Subhanahu taala mubarak-o-maimun gardanad wastarassud ki hamwarah ham barin manwal ba tarqim-i nawaidat masrur-o-munsharah mi namuda bashand Baqi ba hama wajuh khairiyat ast wa-sehat-o-afiyat-i-an mushfiq mudam matlub Ziyada buhjat bad

Sd C T Metcalfe,
January 1814

TRANSLATION

To The Raja Sahib

After Compliments

I have, through your Vakil Lala Dhonkal Singh, received your kind letter informing me that Taluqa Babai has graciously been granted to you by Maharaja Sawai Jagatsingh Bahadur I am glad to receive this intimation as news of your welfare is always a source of gratification to me May the grant be an auspicious one I trust you will always keep me informed of your welfare All is well here, and I trust all will be well with you With all good wishes

Sd C T. Metcalfe,
January, 1814

ARTICLES AGREED TO BY THE THAKOORS OF KATCHOOANA IN THE PRESENCE OF THE MAHARAJA OF JAIPOOR ON THE 21ST OF JUNE 1818 A D

1 A Treaty of Peace and Friendship having been concluded between the British Government and the Sree Durbar of Jaipoor, it is agreeable to us —and we are ready to obey the orders of the Maharaja

2 The Jageers and Farms, such as they were in the time of the elder Maharaja, we shall retain—all recent acquirements shall be disposed of according to the will of the Durbar

3. We shall not harbour Thieves—Zories—Thugs—Foreign or domestic Meenas—Baeegurrias—Ladkhanias etc. within our respective Jurisdictions Such of them as shall embrace Husbandry, shall be allowed to remain—and if in (any ?) case any shall be convicted of Theft or other Crime he shall be sent to the Durbar to receive punishment

4 Foreign or domestic merchants—Bunjaras—Beoparies etc shall be protected from one Jurisdiction to another None shall molest them Should they be plundered the owner of the place shall be responsible for the stolen property and it will rest with the Durbar to award further punishment.

5 Conformably to order we shall render service, whether at Home or abroad, agreeably to the usages of the Durbar—and whenever it shall please the Durbar to permit our Departure we shall return to our Homes On the day of the Dusehra we shall attend uncalled, to pay our obeisance

6 The Brothers, Sons and Dependants of Chiefs who have separate puttas from the Durbar shall render service separately to the Durbar, and such as are natural dependents or relations shall render service to their proper Chief

7 Of old, the duty levied on merchandize is the right of the Durbar; and to the Durbar it shall belong Whoever shall oppress the Merchants under the plea of former usage, shall be punished The right of Zeemeendaree, which of old belongs to the *Bhoomia Zeemeendar*, shall be received by him —besides which nothing in excess shall be demanded from the Beoparie

8 Formerly, Jageerdars, both old and new, remained on Duty, agreeably to the extent of his Jageer, throughout the year—but now the Durbar, thro' Benevolence, has formed the whole into two divisions, each Division to remain on service 6 months—and, on urgent occasions, the whole shall attend The Bhoomias also, agreeably to their former customs, shall attend and render service

9 No Sardar shall oppress his Ryuts, nor Tax them with Penalties, without just cause

10 If from this writing there shall be any deviation, the Durbar shall act as to its judgment shall seem best—in which no blame shall be attached to it No Brother or Son shall side with the offender God is witness to this writing

TRANSLITERATION OF THE HINDI VERSION OF THE ARTICLES OF AGREEMENT MADE IN JUNE 1818 BETWEEN MAHARAJA JAGAT SINGH AND THE THAKURS OF THE JAIPUR STATE

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16 July San 31 Asl arzi hamgi Thakurlogan ki ba-huzur navishta budand wasul aamad

Sri Ramji

Naqal tarjama Hindi arzi samast thakur Kuchaha chota bara ki Maharaja Sahib Bahadur ki huzur men jo sal samvat 1875 ka men mafiq san 1819 Isvi ko rubru Nasir Uddolah General Sahib Bhadur guzro hue ke likhi gai so Jaipur ka Durbar ke Vakil Lala Rai Hardayal guzrani mesula tarikh pehli July san 1826 Isvi Samvat 1882 ka Agenti daftar men pahunchi

Araz samast Kuchahan ki malum hoi jo Sri Huzur sun mahan saran ne formai jo Angrez Bahadur ke aur apne dosti bandhi tin ko Qual Namo huvo so mahan saran ne qabul che hukam mafiq karsan Qasur nahin karsan

Bara Sri ji chatin jagir ijara chi so rakhni siwai ghat bad hai che so Durbar ki marzi mafiq rakhni

Apni apna gawin ki sinva men chori zori thagai desi pardesi mina Bagaria Ladkhani waghairah chor ne koi rakhe nahin Zamin bahe so raho aur kahe men chori taqsir hoi tin ne Raj men hazir karno Darbar sun saza dyo

Desi pardesi Binjari Sodagar Beopari waghairah jin ki sinva men ai utre tin ne zabta sun had par karno Koi lutba pave nahin Aur jin ki had men nuqsan hoi so mal ki nishan kare aur saza pave

Hukam mafiq des pardes men chakri karni aur Khavindan ki rukhsat sun ghar in jano Dasehra ne baghair bulayan salam ne hazir hono

Sri Durbar se bhai beto kisi ko jagir ko patto nyaro pavto hoi woh alehdo nokri kare aur jo wanke shamil khai piwe woh shamil kare

Qadim sun jo hasil Darbar ki Rahdari ko muqarrar che wo hi rehsi aur jo koi we sun ziada aur koi Rahdari ke bahane Beopari sen khechal karego so saza pawego Aur haq zamindara aur Bhom ko jo leche so leo we siwai kuch khechal ne hoi Faqat

Jo qadim sun jagirdar naw puraina ap apni jagir par barah mahini chakri men hazir rahe cha ab riyayet aur maharbani ki nazar sun sab jagirdaran ki do hissa muqarrar huwi so ve mafiq apni apni choki par che che mahina hazir raho

Aur jis waqt kam khidmat ki aur muhim zarur ki ban jai jab sara hukam mafiq hazir howen aur Bhomian ki chakri ko jo sarishto che so baji lyawen aur koi apni raiyet par zulm zor kar sake nahin Aur jo koi kahe so kare to Darbar chahe so kare wen ki saza debo khavindin ne ghair lazim nahin, we ko gilo kuch nahin, aur koi bhai beta we ke shamil howe nahin Parmeshwar ji bich che



TAFSIL THAKURAN WAGHAIRAH KI JIAN KA DASTKHAT IN ARZI PAR HUWA

Rajawat

Sher Singh Jagirdar Isarda ko
Rao Bahadur Salamat Singh Barwaro
Zorawar Singh Siras walo
Himmat Singh Watoda ka
Bahadur Singh Jhilai ka
Rawat Ranjit Singh Dhula ko
Fateh Singh Khirniwalo
Sheo Singh Bandhya ko
Berisal Bahetia ka
Harnath Singh Baler ka

Khangarot

Megh Singh Diggi walo
Ajit Singh Harsuli ka
Sanwat Singh Palasoli ka
Berisal Bichun ka
Jiwan Singh Dudu ka
Nawal Singh Sali ka
Bhim Singh Mandha ka
Pratap Singh Jobner ka
Govind Singh Bhadwa ka
Samrath Singh Pahar Singh ka
Chand Singh Nagar ka
Udai Singh Boraj walo
Pirthi Singh Todri ka
Shatarsal *Sobhagh Singh* Sewa *Sakhun* ka
Nath Singh Mamana ka
Man Singh Padli ka
Sumer Singh Pachewar ka Jagirdar
Chand Singh Sawarda ka

Marjad Singh Mor ka
Lachman Singh Dungrian ka
Kishornath Chir ka
Kishen Singh Umara ka

Nathawat

Rawal Deo Singh Rajsar ka
Dungar Singh Kalwara ka
Jiwan Singh Morija ka
Dungar Singh Suratpura ka
Sanwat Singh Baghawas ka
Hanwant Singh Bachoch ka
Ram Sahai ka Nathawat Sira ‹ka mojud
Kishen Singh Chomu ka
Chatar Singh Chand Singh ka
Raj Singh Itawa ka
Duleh Singh Bhutera ka

Naruka

Rao Raja Bhiv Singh Umara ka
Jawan Singh Maru ka
Bharat Singh Ladana ka
Mohkam Singh Lawa ka

Chatarbhujot

Bagh Singh Bagru ko
Mahtab Singh Pipli ka

Pichanot

Saleh Singh Sanbharia ka
Saleh Singh Birdala ka
Aman Singh Shahar ka

Sultanot

Chatrasal Baori Suroth ka
Pratap Singh Surajmal ka Dungrian ka
Chiman Singh Shri Kishenpuria ko
Mangal Singh
Sheodan Singh Karera ko

Balepota

Nand Singh Malarna ko

Pratap Singh Gudha ka
Salim Singh Tantiawas ko

Hamirdeka

Bakhtawar Singh Bhurtia ka
Kesri Singh
Rao Chand Singh Gogiwat Duni ka
Gulab Singh Marwa ka
Lichman Singh Ramgarh ka
Sheo Lal Khushal Singh ka

Rathore

Hari Singh Dawarduma ko
Bharat Singh Gigrah ka

Kalyanot

Sawai Singh Bajnpura ko
Madho Singh Khandela ka
Chander Singh Umaid Singh ka Beroj ka
Bhawani Singh Ramgarh ka
Ratan Singh Baryal ka

Kumbhani Mangal Singh Bans Khoh ka

Bankawat Raja Lichman Ram Lawan ka

Shekhawat.

Rao Raja Lichman Singh Sikar ka
Bakhtawar Singh Ladkhani, Bajawas ka
Bakhtawar Singh Khachariawas ka
Sheo Singh Jhunjhunu ka
Berisal Ladkhani Dhingpura ka
Dasthkhat Bakhtawar Singh ka Kahan Raja Abhey Singh ki salah sun kiya
Dasthkhat Rao Hanot Singh ka Manoharpur ka
Dasthkhat Raja Abhey Singh Khandela ka
Shyam Singh Jhunjhunu ka
Dasthkhat Udai Singh Nawalgarh ka
Berisal Badhal ka
Bagh Singh ka

Sheobrahm Pota

Ram Singh Bamrana ka

Chandar Singh Bhairun Singh Govind Singh Gudha Barnda ka waghairah ka

Balgujar Gopal Singh Arjan Singh Talchiri ka

Kunbhawat Raghunath Singh Bigwari ka

Balbhadriot

Qayam Singh Achrol ka
Sidh Singh
Hindu Singh Bhadangpura ka
Kanh Singh Bhadangpura ka
Akhai Singh Bhadangpura ka

Chohan

Lal Singh Palmheri ka
Bakhtawar Singh Doyka
Rao Mohan Singh Kawa ka

Lachman Chand Jadam

Bhati

Karan Singh
Deo Singh
Ajit Singh

Brahman

Mahant Gambhiranandji
Misra Ganesh Narain

Mahajan

Rao Chatra Bhuj
Rao Sukhlal

Musalman

Nawab Najaf Ali Khan
Qazi Aziz Mohammad
Nawab Mohammad Husain

Miti Asarh Sudi 5 Samvat 1888 ka Cavendish Sahib Bahadur ke nam Farsi ai muqam Ajmer Hindvi likhi banda Kishore Chand Ilaqa dafter Vakalat

Note — The original Hindi copy bears the initials R C It is believed that these are the initials of the Hon'ble Mr R Cavendish

Note.

1 A Hindi version of the Articles of Agreement between Maharaja Jagatsingh and the Thakurs of the Jaipur State framed at Sir David Ochterlony's suggestion in June 1818 was found on the 23rd of October 1935 among the State Records The proceedings of the Inquiry Committee appointed to report on the relations between H H the Maharaja and certain important Thikanas were closed in March of this year and I am asked to state my views as to the significance of the paper which has now come to light and of which a copy and transliteration have been sent to me

2 I cannot attempt a description of the document recently found as I have not seen it It is certain that this is not the original paper signed by the Thakurs in 1818 for the preamble refers to the Late General Ochterlony who died on the 14th of July 1825 and recites that the document reached the Political Agent's Office on the 1st of July 1826 There are also endorsements dated the 16th of July 1831 and Asarh Sudi 5 Sambat 1888 which to me suggest that possibly the document now found is a copy, made in 1831 of another earlier copy made in 1826 At the same time, it is clear beyond all questions that this paper is an authoritative copy of the Hindi document signed by the Thakurs in June 1818

3 It is possible that the paper now produced was given by the Superintendent of Ajmer Mr Cavendish to the Jaipur State when the Jaipur Political Agent's Office was closed This closure occurred in 1831 Capt Low Political Agent at Jaipur having been nominated Resident at Gwalior the Agency was transferred to the Superintendent of Ajmer the Hon'ble Mr Cavendish The Jaipur Political Agent's Office was not reconstituted until 1838

4 The newly found document really tells us nothing that we did not know before but it is of the highest *confirmatory* value in relation to the recent Inquiry We already possess English and Persian versions of the Articles of Agreement — and the English version is that on which the orders of the Government of India were passed The Hindi text adds nothing so far as the terms of the Agreement are concerned A list of Thakurs who signed the Agreement is appended to the new document and may be accepted as authoritative But this again adds very little to the evidence elicited in the course of the Committee's Inquiry We already possess Ochterlony's separate personal testimony to the fact that Sikar Khetri and Uniara each signed the Articles of Agreement The new paper therefore only serves once more to confirm what has already been conclusively established by other evidence

5. One minor point in the recent Inquiry is now more fully elucidated. In para 101 of the Panchpana Singhana Report the Committee wrote: "After Ochterlony's death in 1825 the very Articles of Agreement were rapidly forgotten, with the result that after 1830 the status of the Feudatory Thakurs was altogether misinterpreted by the local Agents of the British Government." It is now possible to be more precise. It is certain that the Articles of Agreement were known to Mr Cavendish in 1831. It is equally certain that they were unknown to his successor Lt-Col Lockett. The year 1832 A D may, therefore be accepted as the date from which the Articles passed into oblivion. Col Brooke's history (quoted in P S Report page 62) significantly observes that "from the time of the departure of Mr Cavendish to the reconstitution of the Agency in 1838 the records are very defective."

6. The new document also facilitates the refutation of some of the more extravagant arguments advanced by the Thikanas. For example, the Thakurs of Sikar, Panchpana Singhana and Uniara argue that they belonged in 1818 to a special class distinct from that of the other Thakurs of the State — Mr Jackson on behalf of the P S Thakurs, maintaining that the Articles of Agreements applied only to the Thakurs of Jaipur Proper. The new paper now found, with its full list of Signatory Thakurs entered according to their sub clans (*Thamp*) shows that Sikar Khetri Uniara etc were at that time treated precisely as all the other Thakurs were treated. The Articles were of general application and were signed by all. This was sufficiently obvious from other circumstantial evidence and from the orders of the Government of India at the time. But this new paper provides a simple and direct proof of the correctness of the Committee's conclusion on this point.

7. Again Mr Jackson fancifully argued that the 8th of the Articles of Agreement in English and Persian which affirmed the Durbar's right to Rahdari, was a mistranslation of the original Hindi (see para 88 of the P S Report). This idle supposition is now disposed of. The English version (of old the duty levied on merchandize is the right of the Durbar and to the Durbar it shall belong) and the Persian version (az qadim rusum i rahdari haqq i Darbar ast dar Darbar khwahad mand) are rendered with sufficient accuracy in the Hindi version now made available ("Qadim sun jo hasil Darbar ki rahdari ko muqarrar chhai wohi rahsi").

8. The Hindi version further confirms the meaning of "chakari" and "Jagir ka patta." "Chakari" clearly means "military service" in both the Articles 5 and 8 in which it occurs. This places the Committee's interpretation of P S 330B in Appendix M, referred to in para 58 of the P S Report beyond the reach of criticism. The expression "Jagir ka patta" in the 6th Article of the Hindi version which is translated in the English version

by the single term "putta", is also significant These words occur repeatedly in connection with the deductions allowed to the Sardars of Panchpana-Singhana (see para 56 of the P S Report); and their use in the Articles of Agreement not only confirms the Committee's conclusion that these deductions were for military service, but makes it certain that the reference in those Articles to Jagirdars and Jagirs was made applicable to all the Thakurs, and was just as binding upon Jagirdars in Shekhawati as upon Jagirdars in any other part of the State

9 In short, the recent discovery, though it tells us little or nothing that is new, provides emphatic confirmation of the correctness of the Inquiry Committee's conclusions at every point at which it has any bearing on those conclusions The document, being couched in idiomatic Jharshahi, should carry conviction even to those Thakurs of the State who cannot study the Committee's Reports, and should satisfy them that a fundamental settlement between the Maharaja of Jaipur and his Thakurs was, in fact, officially formulated in June 1818 in connection with the British Treaty of that year

BEACONSFIELD (Sd) C U WILLS

30/11/1935

OCHTERLONY'S DESPATCH OF THE 1ST JULY, 1818 A D

No 125 To John Adam Esquire, Secy to Govt Pol &Cr Dept Head Quarters

Sir, I have the honor to acquaint you, for the Information of the Most Noble the Governor General in Council, that the Thakoors &ca of Shekhawattee having arrived with Bukhtour Singh, the son of Ubhay Singh of Khatreo at their Head, a grand Durbar was held Yesterday — and after some discussion the several chiefs affixed their signatures to the Document [of 21st June [reproduced in Appendix J] transmitted in my dispatch No 9

2 In the discussions which occurred yesterday it is with great pleasure I mention that the Maharaja unprompted took a considerable part, and made many just and forcible observations on the line of conduct which had hitherto been observed in the Durbar, and the urgent necessity of an early and radical reform

3 In the course of the conversation the two principals, Shaum Singh and, particularly Bukhtour Singh, stated that they did not hold any lands for which they had not obtained regular grants from the Maharaja I asked at what time such grants had been obtained and on his (Bukhtour Singh's) replying about 5 or 6 years since ' I told him that I did not consider the Maharaja at that period to have had a will of his own That I knew the land in general had been first usurped and then measures adopted with the Manager of the day to obtain a sunnud That it was no uncommon thing in Hindustan to grant lands to persons in favour and to resume them when they fell under Displeasure That it was particularly common in this Durbar as he must well know but in the present instance there was an actual necessity for the measure as nearly all the Khalsa Lands of the State had got into the hands of individuals most of whom could urge the same plea The Maharaja had therefore resolved to resume all and the object of his being summoned was only to inform him of his determination

4 He was at full liberty to take time to consider of the Paper offered to him for signature and to depart in safety if he thought proper to decline

5 If he did sign it he must expect as the first consequence that the Maharaja would call upon him for orders to his people in charge of the Khalsa Lands to deliver them over to the State and I added that I took that opportunity of asking him in full Durbar whether he had the slightest reason to expect from anything that had fallen from Mr Metcalfe that he would retain the new acquisitions and as I thought it might be serviceable to him I followed it up by asking if his Engagements had not been altogether conditional and that if the Maharaja formed a Treaty with the British Government, he had not himself proposed that his connection should cease, in so far as it affected his allegiance to the Maharaja On his ready

admission of these facts, I said that he was now called upon to shew his obedience That this exigency of the State required an immediate and general resumption, and the Maharaja demanded it There would be no promise held out to any one — and it might be long before the Raj became so flourishing as to admit the Maharaja's indulging the generosity of his disposition, but when it was in that state which peace, order and attention gave reason to expect, there would be no bar to the Exercise of his Liberality

6 This was the general tenor of my Language, but the observations were made at different Times and in the course of conversation, which ended, as I have above reported, in their affixing their signatures

7 On taking leave I desired Thakoor Megh Singh to whisper to the Maharaja how highly I had been gratified by observing the Interest he had taken in the proceedings of this day, and desired him to express my earnest hope that he would devote some part of his time and attention to Business which would gradually become familiar and easy He desired me to be told, that seeing my Exertions and the anxious Interest I took in his affairs, he could not be indifferent

8 Though the paper has been signed by all, I believe few have yet granted the requisite orders to put the Raja in possession, but delay at this moment is not of any particular consequence or loss, and my principal object is attained by having obtained their signatures to a deed which settles all doubt as to the resumption of lands, the retention of which was not only unjust from the manner in which they had been acquired but were as incompatible with our Interests as those of the Raja

9 By this act also they have given assent to certain points, which will be salutary in the general management of affairs, and the administration can always *refer to their own signature should they at any time violate the* articles agreed on, and it enables me to act without hesitation or delay if they attempt to evade the restitution of the Khalsa Lands, which will be done I hope by few, that the Raja himself is not adequate to chastise

10 Bapoo Scindia having put us in possession of the Town of Ajmeir and promising the early delivery of the Fort, I shall be at Liberty to address any Thakoor who delays restitution, and I shall not march a force against any one without warning him particularly and earnestly of the ruinous consequences of his compelling me to send Troops against him.

I have the honour to be, Sir, Your most obedient servant, (Sd) D Ochterlony Rest

Jaipoor 1st July, 1818

METCALFE'S LETTER OF JULY 1818 A D

Kunwar Sahib Bisyar Mehrban-i-dostan sallamahu.

Bad shauq-i-mulaqat-i-buhjat ayat wazah bad Ba-fazl-i-Ilahi darinja Khairiat ast wa khairiat-o-afiat-i-an mehrban mudam matlub Mukatab-i-tawaddud tiraz mutazammin-i-hazir shudan-i-khud ba hazur-i-Maharaja Jaipur wa hunoz hasil na *gardidan-i-mulaqat-i-General Sir Daud Akhtar Loni Sahib Baronet Bahadur* ba-sabab-i-adam mkhila-i-Pargana-i-Babai wa darkhast-i-chitthi-i-in dostdar hamdarin bab marfat-i-Bankey Rai Vakil mausul-i-mutalas shuda kashif-i-marqumat gasht Yaqin ki ta hal az General Sahib Bahadur mausuf mulaqat shuda bashad Chun dar istarza-i-khatir-i-General Sahib Bahadur uslubi-i-umur i an mehrban mutasawwar ast aslah-o-ansab hamin ki bar wifq-i-ima i-sahib Bahadur Mausuf ba amal irand Ahtiyaj-i-chitthi-i-in-dostdar nest Wa unche irqam bud ki bai waqt khali gashtan-i-makanat-i-digaran makan-i-Babai niz khali karda khwahad shud, yaqin tasawwur bayad namud ki har qadr makanat-i jadid dar tasarruf-i har kas dar amda bashad wa guzasht kunanida khwahad shud Ba pas i ittila nok rez-i-khama-i-ittihad gardid Ziyada buhjat bad

Sd C T Metcalfe
July 1818

TRANSLATION

To the Kunwar Sahib (of Khetri)

"With due compliments I have to acknowledge your letter received through Banke Rai Vakil to the effect that you presented yourself before the Maharaja of Jaipur that you could not secure an interview with General David Ochterlony with reference to your not vacating Pargana Babai, and that you want a letter from me in this connection

I hope you have seen the General by this time In my opinion your welfare depends upon the goodwill of the General You would be well advised to follow his instructions and there is no need of any letter from me As to the suggestion you make that Babai should be vacated by you only when others vacate such places, you may rest assured that all such places as have recently come into the possession of others will have to be vacated This has been written to you for your information With all good wishes

(Sd) C T Metcalfe
July, 1818

THE THREE YEARS LEASE OF 1818 A D

Shriramji | Manjur Saru | Shriramji

Tiwariji Shri Mohonramji jogye likhtan Raja Abhai Singh keni nimaskar banchijo apranchi Babai ka pargana Jagati kanat sudha ka ijara ka rupaya 40 000 ankehi chalis hazar Sambat 1875 ka sal ka thahara mahina bara ka Sambat 1876 ka rupaya 42 000 ankehi bayalis hazar sambat 1877 ka sal ka rupaya 44 000 hazar thahara so sawanu udhalu men dena nikharcha dena rupaya hali ta Zail

Sam 1875	Sam 1875
Sakh Sawanuka 17 000	Sakh Unhalu ka 23 000
Sam 1876	
Sakh Sawanuka rupaya 18 000	Sakh Unhalu ka rupaya 24 000
Sambat 1877 ka Sal ka rupaya 19 000	Sakh Unhalu ka rupaya 25 000

Mukarra rupaya sal tin ka 1 26 000 i mafiq sal baras tin diya jasya gaon 22 ka Miti Asarh Sudi 12 Sambat 1874 ka

(Seal)

Shri Gopi Nathji Sahai
Sewak K Bakhtawar Singh
Shekhawat

Sawanuka to Mangisar Sudi 2 ne dena D Johar Mal ka
Unhalu ka Besakh Sudi 2 ne dena

TRANSLATION

The name of God

Proposed and sanctioned

After compliments from Raja Abhaisingh to Tiwari Mohanramji The Parganah of Babai with Zakat (Road Tax) and Kanat (mines) has been settled in Ijara for the 12 months of the year 1818-19 on an assessment of Rs 40 000 and for the year 1819 20 on an assessment of Rs 42 000 and for the year 1820 21 on an assessment of Rs 44 000 Accordingly the money will be paid without any deductions in current coin for the autumn and spring crops as detailed below —

1818-19	Autumn crop Rs 17,000 Spring crop Rs 23,000
1819-20	Autumn crop Rs 18,000 Spring crop Rs 24,000
1820-21	Autumn crop Rs 19,000 Spring crop Rs 25,000

Total amount for three years Rs 1,26,000 according to which payment will be made for three years for 22 villages.

Dated the 15th of July 1818 A. D

Seal of Shri
Gopinathji Sahai
Sewak Kunwar Bakhtawarsingh
Shekhawat

Autumn payments to be made on
Mangsar Sudi 2
Spring payments to be made on
Baisakh Sudi 2

(Signed) Joharmal.

THE "BAPOTI" GRANT OF 1822

Sambat 1878 Ram
Shekhawat Khetri ka
Na Parwano ka miti Mah Sudi 3

Sidhi Shri Maharajadhiraj Maharaja Shri Sawai Jaisingh Ji dev bachnat Raja Abhaisingh Sekhawat dise suprasad banchya apranch the malum karai jo mharo taliqo Babai ko gaon 22 sun Pargana Shri Madhopur ko inayat huwo tika salina rupaya 4500 sen Mamla ki sath sal dar sal khazano bhari rasid lebo kiya ar ab hal men do tin baras sun Dewan Sarkar ka siwai archal kar rupaya 44000 hazar band diya so sadamadi mujib leta rahba waste khas parwana ka hukm ko umedwar tisun farmawan chhan ki taliqa mazkur ka gaon 22 qasbo jakat kanat daribo wa bab sawab sudhan thano bakhshya chhain so thanka bapoti ka ganwan samil janjyo Sal dar sal khazane rupaya 44000 hazar bhari rasid lebo kijyo Thansun yan ganwan babat Dewan Sarkar ka Siwai Khechal nahin karsi Miti Sadar

Yo Parwano ma hukm jubani Raj badarani Rupan nain sonpyo Miti Mah Sudi 5 Sambat 1878

TRANSLATION

1822 A D Shekhawat of *Khetri* *The name of God*
Copy of a Parwana dated the 26th of January, 1822 A D

You have stated that the taluqa of Babai consisting of 22 villages in the parganah of Shri Madhopur, was granted to you and that you used to pay Rs 4500 every year along with the Mamla dues into the State Treasury, for which you hold receipts, but that lately, for the last two or three years, the Darbar's Diwans have been causing trouble and have raised the assessment to Rs 44000 and you ask that orders be issued for the retention of *old customary assessment* *Now it is declared that the 22 villages of the said* taluq including the Qasba (town) Zakat (road tax) Kanat (mines) Dariba (?) and Bab Sawab (all cesses) are hereby gifted to you You may consider them as included in your *bapoti* (hereditary) villages You should pay the amount of Rs 44000 every year into the treasury and obtain a receipt for it The Darbar's Diwans will not trouble you any more Dated as above

This parwana was handed over, under verbal orders to Raj Bararan Rupan—dated the 28th of January 1822

[*Note* —The original of the above is with Khetri and does not contain the endorsement showing that it was issued through Rupan]

EXTRACT FROM BROOKE'S HISTORY

(20) On the 23rd April 1819 the boy on whose existence so much depended was ushered into the world, and Mohun Singh notwithstanding the intrigues and protestations of the Nazir, was thrust into obscurity till his death which occured a few years afterwards The Rawul with Thakoor Bahadoor Singh of Jhellye and Thakoor Kissen Singh of Choumoh obtained the signatures of the Thakoors to a letter addressed to the Resident begging him to acknowledge on the part of the British Government the son of the Bhutteeanee Ranee as the true heir to the Cuchwaha throne and the legitimate offspring of Juggut Singh with which request Sir David Ochterlony readily complied and this acknowledgment by the paramount power of the act of the principal Chiefs and Ranees at once calmed the country

Sir David Ochterlony had heretofore conducted our relations with Jeypore and appears to have resided at the capital for many months together As long as he was present there was some check upon the irregularities which broke out soon after his departure Before the birth of the young Maharajah the Rathore Ranee had held the position of Pat Ranee or Chief Ranee which by custom she was now constrained to yield to the actual mother of the Rajah who had reached the summit of her wishes which caused great dissatisfaction amongst all classes of the community and were the origin of much discord and strife The Rawul Byree Saul the second Chief of the Nathawat Kotree whose ancestors by their talents had raised themselves to be regarded the hereditary potails or advisers of the State and who himself inherited the talents and capacity of his forefathers had been appointed minister by the Queen Mother through the influence of the Resident Though nominally head of the administration he had little real power in his hands and was obliged with the object of maintaining his position to consult the whims and fancies of the Queen mother Towards the latter part of the year 1820 her disgraceful conduct caused an insurrection to break out in the city Foujee Ram one of the officials and her favorite besides several others were murdered inside the palace and all Government was threatened by the prevailing anarchy

Secretary to Government to Sir D Ochterlony dated 10th February 1821

The Governor General in Council considered that however desirous we might be to avoid interference yet to preserve the tranquillity of the city and *sic* exposing to imminent hazard the salutary measures of the British Government for the good of the young Rajah and the prosperity of the country and to ascertain the real state of parties at the durbar it was advisable to depute an officer to reside at the Court of Jypore Captain Stewart Officiating Resident at Gwalior was chosen for this duty Before however entering into an account of the quarrels and dissensions which convulsed Jeypore it will be advisable to say a few words respecting one of the principal characters

on the scene whose pernicious influence for many years worked so much ill to the State, and finally almost caused its destruction

The individual was Jhuta Ram who occupies so conspicuous though discreditable a position in the history of his country He was a man of low extraction and was the deputy of the late Foujee Ram, and amongst his other crimes he is supposed to have been chiefly instrumental to that individual's murder with the view of rising to power in his place, in which he was but too successful The Queen mother was entirely under his influence and that of two female slaves He was false, profligate and unprincipled He carried on his intrigues without fear or shame and hesitated not at the most violent or most underhand means to gain his ends In league with him were the two slave girls one of whom Roopa Bundharin especially shared with Jhuta Ram the infamy by which they obtained their power These slave girls held unlimited sway over the mind of the Ranee

Captain Stewart found the Regent Ranee much opposed to his mission the Rawul having been sent by her to Delhi to obtain his countermand whilst at the capital people were placed at his gates to prevent any one from visiting him There appeared a design on the part of the Court, to thwart the British representative and any messages which the Political Agent received from the Regent Ranee or sent to her were communicated by Jhuta Ram through a female slave so that there was no security that the real sentiments of either party were correctly conveyed and as the Political Agent could not tell whether the Ranee was there or not he was perhaps speaking to a female slave the words intended only for her

The Bhutteeanee Ranee was regarded by all as the absolute sovereign of the country She was entirely under the influence of Jhuta Ram The Rawul, who desired to monopolize power complained of the bad government of the country He had been minister for two years during which, the revenues of the country were said to have decreased Both parties were guilty of peculation in which one appears to have been as bad as the other All were equally corrupt though the Rawul had the credit of being more moderate than many would have been in his situation The revenue at the time of Sewae Jey Singh had been more than a million sterling (but at that period Ulwur Bhurtpore, and Tonk were under Jeypore) whilst under the vigorous administration of Mohun Ram Nazir, it amounted to thirtyfour lakhs It had under the management of the Rawul dwindled down to 2 lakhs only The districts were all farmed out to favourites and the dependants of those in power, for little more than half their actual value and the leases of others were summarily, and without notice, reduced so that there was no security in the stability of any of the arrangements entered into

Unfortunately for the State, the clause of the treaty fixing the tribute rendered it incumbent on the Political Agent, with the hope of guarding the interests of Government, to scrutinize into the accounts of the revenue, with the view of securing the five-sixteenths of all income exceeding forty lakhs of rupees The Political Agent consequently recommended, that the authorities of the Native State in concert with himself, should make a revenue settlement for three years, and that the British Government should guarantee to the farmers, the fulfilment of the terms of their leases This course was approved by Government The Governor-General in Council considered that ' the protection we afforded to Joypore was above all price If then, by the stipulations of the treaty, we give our gratuitous assistance for a service, because the resources of the other contracting party were too impoverished to admit of their bearing any part of the cost, we have an undoubted right to demand, that the means which it had thereby acquired to improving its revenue, should be duly employed" After stating the motives which guide the policy of Government the despatch continues — "After reviewing with great attention the nature of our connection with Jeypore and the peculiar circumstances of the Rajah's minority, His Excellency the Governor General has determined to authorize the requisite degree of interference in the internal administration of the Government so strongly and ably urged in your despatches, and those of Captain Stewart It is of course to be exercised with that discretion delicacy and address which His Lordship in Council is fully persuaded, will be felt due to the cause"

From Secretary to Government to Sir D Ochterlony dated 30th June 1821

The embarrassments certain to result from this vexatious though well meant interference are now obvious but were not then so fully appreciated Up to that time there had been little experience in this species of double government The Political Agent was exceedingly sanguine of the resources of Jeypore and anticipated that in a single year the revenues would amount to forty lakhs, in the second to fifty lakhs and in the third to sixty lakhs of rupees but the highest estimate of those best informed had never exceeded forty lakhs and as yet thirty four lakhs was the largest amount which up to that time they had been ever known to reach

Captain Stewart doubted whether his measures would be successful as long as the state of parties at Jeypore was so uncertain and whether all his plans for the improvement of the revenue would not be upset, by the jealous and suspicious temper of the Regent Ranee The plan now proposed, therefore was only carried out some time afterwards when the whole power of the State had been placed in the hands of the Rawul who acted entirely under the advice and even orders of the Political Agent To secure himself in power, and to obtain Jhutha Ram's overthrow the Rawul made certain proposals to the Regent Ranee, for the management of the State, and for a

reform in her own domestic arrangements. These proposals exasperated the Regent and were rejected by her; but she withheld her resentment for a time, which was however not the less deep, and affected to make a reconciliation between the Rawul and Jhuta Ram However, in August of the same year, (1821) the Rawul obtained the Political Agent's unqualified guarantee for his maintenance in power, provided he executed the duties of Mooktear with vigor and efficiency, and honestly and sincerely commenced the work of reformation. Immediately this guarantee had been given, the accounts of the State, and its affairs were laid at the Agents feet, and proclamations were issued throughout the country, offering the lands to the farmers on three years' leases, under the guarantee of the British Government; though such a proceeding was strenously opposed by Jhuta Ram, and Ummer Chund, his dependant and the official in charge of the Revenue Department of the State

Jhuta Ram was now placed under the Rawul, by the overpowering influence of the British Agent, who however, still expressed doubts of the Ranee and the influence which Jhuta Ram exercised over her mind He even suggested in case she adopted the advice of those who were opposed to the plans of the British Government for the good of the State, that she should be deprived of power by the assembled Thakoors, as had happened to the mother of Pertab Singh, the young Maharajah's grandfather This plan, however, was not approved by the Rawul, who considered that the meeting would be tumultuous and lead to no result He preferred rather that the British Government should remove the Ranee's evil advisers, including the two slaves, which would be sufficient for all purposes

From Secretary to Govt to Sir D Ochterlony dated 22nd September 1821

The Government sanction and approval had, in the meantime, arrived to the pledge given to the Rawul, and the duty of administering the affairs of the country virtually fell into the hands of the Political Agent, who made, through the Rawul, such changes in the various civil and judicial arrangements throughout the country, as appeared to be best for the interests of the State The Regent Ranee was much dissatisfied with this proceeding, and insisted upon Jhuta Ram being associated with the Rawul, which led the latter again to propose to the Political Agent, the removal of the Ranee's confidential advisers, *viz*, Jhuta Ram the two slave girls and her spiritual adviser, Sreejee Muhunt, besides one or two others of inferior importance To carry out this measure, the assistance of a British force was considered indispensable by the Rawul, and as this was denied he consented to carry on measures in conjunction with Jhuta Ram

In February 1823, immediately subsequent to a visit to Jeypore by the Resident the Regent Ranee, chafing under the galling thraldom of her situation summarily denied the Rawul admittance to her durbar, and took

into her councils, Megh Singh, Thakoor of Diggee, a man of a violent and turbulent character As no charges had been brought against the Rawul, who was acting as minister, under the guarantee of the British Government, the Political Agent insisted on the dismissal of Jhuta Ram and Megh Singh, and as the Ranee declined compliance with the demand Jhuta Ram was called upon to resign without reference to her permission Thakoor Megh Singh, who had been sent by the Ranee to the Political Agent, was ordered to return to the Ranee, who was requested not to send him again to the Political Agent, "as she must be aware that we should regard as enemies, those who interfered in concerns which belonged exclusively to Rawul Byree Saul, with whom alone we would communicate as the Mooktear of the State"

Being so pressed, and the power of the Political Agent being so overwhelming, Jhuta Ram resigned office, but he still continued his intrigues The Ranee acted on his council alone, which was obtained through the intervention of the two female slaves, who used to visit him To check this, and to strike another blow at the Ranee's party, so as to secure the Rawul firmly in power the Political Agent addressed Sir D Ochterlony, advising the resumption of the village and Fort of Lamba from Megh Singh

EXTRACT FROM COL LOCKETT'S JOURNAL OF 1831 A D

(*With Marginal Notes by the Committee*)

Besides the three Pergunnahs of Jhoonjhnoo Nurhur and Singhana which the descendants of Sardoolsingh hold immediately from Jyepoor as Tributaries in the manner above described, there is another district called Bubae, which the Khetree Raja *farms* from the Raja of Jyepoor, the history of which may be given in a few words

Madhojee Scindia, as already stated, gave the Purgunna of Bubae, which consisted of 22 villages*, to Baghsingh on the completion of the fortification of Khetree †, for which he was only required to pay quit-rent of 4500 rupees per annum Baghsingh having, many years afterwards given offence to Raja Purtabsingh of Jyepoor, the Purganna was seized on by order of the Raja, and restored to the Rajawuts from whom it had been forcibly taken by Scindia

* *It lies six kos* from Khetree

† About fifty *four years ago*

When Raja Juggutsingh in 1806 proceeded with his whole force against Jodhpoor, he was accompanied by Abhyesingh who had succeeded his father Baghsingh, and the Raja was so pleased with his conduct on that occasion and during the whole of his arduous contest with Mansingh that *he promised to restore to him the Purganna of Babae*, on condition of his paying a *Nuzzurana* of 1 lac of rupees This promise was made while the Army were investing Jodhpoor On the return of Abhyesingh to Jyepoor with the Army, he gave a note of hand for the Money to Rao

Notes by the Committee

This statement is rendered questionable by the fact that the grant of Babai was, on Katik Sudi 3 St 1863 (1806 A D) renewed in favour of the old Rajawut family, on payment of a nazarana of 1½ lakhs (Babai S N 46

NOTES BY THE COMMITTEE

This account confirms Ochterlony's opinion (despatch of the 1st July, 1818) that the Maharaja "at this period had no will of his own" and that sanads were obtained from him by "measures adopted with the Manager of the day".

This statement is refuted by the fact that, as stated to Col Lockett and as recorded in the Baghor inscription, Abhusingh seized Babai in *1812 A D*, whereas the double marriage and the grant for Babai occurred in *September 1813 A D.*

This whole episode is post dated by one year The settlement leading to the resumption of Babai took place on the 30th of June 1818, at a full Durbar, in Maharaja Jagatsingh's presence (*vide* Ochterlony's despatch of the 1st of July, 1818) Col Lockett evidently had

Chund, the Minister, but it so happened that the Minister was disgraced and imprisoned the very day after, and the Note or Hoondee was returned On the third day after the Minister's imprisonment, he was put to death by order of the Raja *The transfer of Bubae remained, therefore, unsettled*

About six years after this in 1812 on the celebration of the marriage of Raja Juggutsingh with the daughter of the Raja of Jodhpoor * the negotiation for Babae was renewed and the Raja agreed to transfer the Pergunnah to him for the amount of Nazzurana originally agreed on, but he suggested *at the same time that Abhyesingh should take possession of the Fort of Bubae with his own Troops* — he having at that particular time none he could well spare The money to the amount of a Lac of Rupees, was remitted by Abhyesingh to the Jyepoor Treasury, through Misser Sheonarain

* The ceremony took place at Murwa on the boundary between the States of Jodhpoor and Jyepoor On that occasion Juggutsingh was married to the daughter of Raja Mansingh of Jodhpoor and Mansingh to the sister of Raja Juggutsingh The confederated Shekhawats were present

The rent originally demanded by Madhojee Scindia and paid to him and subsequently to Raja Purtabsingh namely Rs 4500 remained unaltered

On the birth of the present Raja Jyesingh in 1819 *Sir David Ochterlony* the Resident proceeded to Jyepoor and in a general assembly of the Thakoors *demanded* (on the Raja's name I suppose) *the restoration to the Raja's Khalsa of all usurpations and grants obtained from the State in the period of violence and anarchy which had intervened since the*

NOTES BY THE COMMITTEE

with him none of the official correspondence of 1818. The parenthesis ('on the Raja's name, I suppose') clearly suggests that the account here given was based, partly, on local information and partly, on what he gathered from Prinsep's Transactions'

Lockett did not know that the lease of 1818 was specifically for 3 years only. The rent was not fixed but was —

Rs 40 000 for 1818-19
Rs 42 000 for 1819-20
Rs 44 000 for 1820-21

This is confirmation of the known fact that the Ijara of 1818 was for 3 years only

year 1805 (Prinsep's *History of Transactions in India between 1813 and 1823*) Among others Koour Bukhtawur singh, who was present on the part of his father Raja Abhyesingh was desired by the Resident to direct the restoration of Babae and notwithstanding the explanation offered by the Koour respecting the original assignment of the Pergunnah to his Grandfather and the large sum paid to the late Raja for it as well as the heavy expense incurred by his Father in capturing the Fort of Babae which he estimated at 50 000 Rupees the resumption was insisted on by Mohunram Nazir the then Minister but *after a prolonged discussion it was finally settled that the district of Babae should continue in the possession of Raja Abhyesingh, provided he agreed to pay in future an increase of Rupees 39 000 or in other words a fixed rent of 41 000 Rupees per annum* This was agreed to though not without great reluctance

Another attempt was made by the Minister in 1822 to increase the rent of Babae — On that occasion Major Stewart who was Political Agent at Jyepoor addressed a Circular letter to all the Principal Chieftains and Thakoors of the State on the subject of the Marauding system throughout every part of Shekhawatee and urging them in strong terms to adopt effective measures for putting it down In his Persian letter to Raja Abhyesingh a copy of which is now before me he informed that Chieftain that *the Jyepoor Minister had been offered a higher rate of rent for Babae and he asked him, whether or not he would agree to hold the district on the increased rate proposed* Raja

NOTES BY THE COMMITTEE

This statement is misleading The payment of one lakh was a normal periodical payment, — 1½ lakhs having been paid by the Rajawats in 1806 A D (S N 46), Rs 54 001 in 1798 A D (S N 42)

There was no fixation of Mamla or Tribute by Mohanram Nazir The tenure was a simple three-years Ijara on a gradually rising assessment

This implied admission that the case of Khandela was strictly parallel to that of Babai is instructive Sikar was ousted from Khandela in 1825

The reference seems to be to Khetri's "Tasallinama quoted at length by Lockett — See below

Four days later on the 26th of Jany 1822 (= Asoj Badi 5 St. 1878) Raja Abhaisingh of Khetri obtained through the slave-girl Rupa, the Bapoti grant Thi grant of

Abhyesingh's reply is as follows — "With respect to increasing the rent of Babae I have to inform you that the expence of my Troops during the two Years I remained on service with the late Raja (Juggutsingh) in his War with Jodhpur amounted to Rupees 44 000, that *I paid one lakh (100 000 Rs) as a Nuzzurana to the Maha Raja for the grant of Babae* and that it cost me 50 000 Rs to take the fort of that parganah Formerly there was a fixed tribute for that parganah of Rs 4 500 per annum in the time of Raja Suwae Jyesingh Madhosingh and Purtabsingh which was regularly paid *Afterwards during the administration of Mohunram Nazir who was an enemy of mine instead of 4 500 Rs 44,000 was fixed as the Tribute* while *from another brother Chief who had paid 60 000 Rs he only asked 90 000 Rs *per annum* Now you write to me that the farmers are ready to give more *I must refer you to my engagement* which will be found in the Records of the Government Be pleased to read it and act according to what is there written

* Rao Raja Luchmunsingh of Seekur *for the district of Khandela*

I have always considered myself as a dependent of the Company—You will learn further particulars from Thakur Baghsingh †

† This is Baghsingh Larkhanee of Khetri, whom the Dewan of Nawab Faz Mahumud Khan marked out as the Chief of all the Sulheydee and Larkhanee plunderers.

The above letter is dated the 22nd January 1822 It seemed to have satisfied the Political Agent and the Minister Rawul Beree Saul as the correspondence ceased on the receipt of it and no increased rent was afterwards demanded for Babae

NOTES BY THE COMMITTEE

Jany 1822 was withheld from Col Lockett — a circumstance which confirms its invalidity, already established by other evidence

It is clear that Col Lockett did not understand the meaning of Istimrari (*i e* permanent) for neither the tenure nor the assessment was permanent He admits that the rent varied from Rs 4 500 to 44 000 and that the tenure was revocable at will The Committee's opinion on the significance which attaches to the use of the word istimrari here is given in para 19 of their report

This verdict is based upon *ex-parte* evidence As Col Alves wrote in 1835 Col Lockett was watched throughout and it was impossible for him to call impartial witnesses Moreover Col Lockett had no knowledge of the details of the settlement of 1818 The failure of the Minority Administration (1818-1831) to implement that settlement led to the result that the British Government,

It appears from what has already been stated that the Khetree Chieftain is in the double relation of a *tributary* and a *farmer* to the Raja of Jyepoor For his share of the lands of Jhoonjhnoo and Nurhur seized on originally by his ancestor Sardool Singh, he pays a fixed sum of money annually in the shape of tribute as a *redites* or acknowledgment to the Jyepoor Government

For the district of Bubae which he holds in farm as an Istumraree grant he pays a quit rent which has varied from 4 500 to 44 000 Rs per annum The former possessions are hereditary the latter are revocable at will though it must be acknowledged that *the resumption of Babae under all the circumstances of the case as already detailed would be a harsh if not an unjust measure*

At all events the resumption of the district during the Raja's minority and by a Minister so little respected as Jhotaram could never be viewed in a favourable light by any of the respectable Chieftains and Thakoors of Shekhawatee Jhotaram however at the instigation of his colleague Thakoor Shamsingh meditates this measure the Dhabae and the Khetree people in general seem to have no doubt

* * * * * *

NOTES BY THE COMMITTEE

in ignorance of the facts have never permitted the State to assert its rights in the pargunah of Babai

A more reliable account of these negotiations is provided by Mr Metcalfe's own despatch of the 29th of January, 1818 given as Appendix Q He encouraged negotiations with Khetri to "alarm the Court of Jaipur and expedite the conclusion of a Treaty In this he was successful and it then became incumbent on the British Government to implement its pledge of territorial *consolidation* for the Jaipur State as a necessary corollary to withdrawal of the threat of territorial *dismemberment* (See Mr Wills report para 42) Hence the Articles of Agreement and the resumption of usurpations made by the Thakurs Ochterlony referred specifically to Khetri's Conditional Engagements with Mr Metcalfe when Babai was resumed (See para 5 of App K) and Bakhtawar Singh readily agreed that they were no bar to the resumption Mr Metcalfe himself was appealed to by Khetree and he confirmed Ochterlony's action (See Appendix L) There is not the slightest justification for the suggestion made in the present case that Abhai Singh's reference to this Tasallinama in his letter of the 22nd of January 1822 to Capt

In the beginning of the year 1818 when the several independent States were entering into Treaties of alliance with the British Government Raja Abhye Singh deputed his son Koowur Bukhtawur Singh to Dehly with the view of prevailing on the Resident to admit him among those Minor Chiefs who were about to be placed under British protection The services of Abhye Singh were known and acknowledged but the relation subsisting between him and the Raja of Jyepoor rendered such an arrangement at that particular time a matter of some delicacy although the course pursued by the Jyepoor Government in refusing to enter into the general system of policy rendered necessary by the course of events would have fully justified it Sir Charles Metcalfe accordingly explained to Bukhtawur Singh the true state of the case but to satisfy him and his father Abhye Singh that their interests should not be forgotten he delivered to him a Tusullee Namah or friendly letter of assurance which was shewn to me by the Khetree Minister and of which the following is a Translation

NOTES BY THE COMMITTEE

Stewart led that officer to approve of the "Bapoti" grant of the 26th of January, 1822

TUSULLEE NAMAH.

"As Raja Abhye Singh and Koonwur Bukhtawur Singh, have signified their wish to embrace the alliance of the British Government, and promise to act in subordinate co operation with it, in the same manner as they have heretofore acted with the Maha Raja of Jyepoor, it is therefore herein stated, with reference to the known faithful attachment and friendly disposition of the said Raja Abhye Singh, and Koonwur Bukhtawur Singh, that if, from any cause, the bonds of friendship and unity should not be established between the Maharaja of Jyepoor and the British Government, the said Raja Abhye Singh and his son, Koonwur Bukhtawur Singh, and their descendants from generation to generation, shall be considered as Allies of the British Government But in the event of an accommodation taking place between the Maharaja of Jyepoor and the British Government the said Raja Abhye Singh and his son Bukhtawur Singh, shall continue as heretofore subordinate to the Raja of Jyepoor, although even in that case, the British Government will continue their protector and supporter (Hamee or Hafiz) and they and their descendants, from generation to generation, shall continue to enjoy its favours and bounty"

The above letter of friendly assurance was dated the 21st January, 1818, when the dubious and evasive conduct of the Jyepoor Court, made it difficult to foresee what course of policy she would ultimately adopt On the 2nd of April following, however, a treaty between the Honourable East India Company and

NOTES BY THE COMMITTEE.

Raja Juggut Singh of Jyepore was concluded which was communicated by the Resident at Dehly to the Khetree Raja in a letter dated the 10th of the following month May 1818 of which the following is an Extract And you may rest assured that the British Government will continue in every way well disposed towards you and *whenever your cause is just afford you protection and assistance*

The Khetree Government justly attach great importance to these letters and seem now to look confidently for the fulfilment of the promise therein given of protection and assistance believing as they do their cause to be just and reasonable

* * *

The Khetree Government had been in the habit of paying the rent for *Bubae* in Madhopoor rupees but Jhota Ram had demanded the Jyepoor Rupee and this in twelve years *i e* from Sumbut 1874 to the end of Sumbut 1887 inclusive amounted to Rupees 35 036 12 As far as I can understand the matter the demand is not unreasonable The Tribute paid for Jhoonjhnoo Nurhur and Singhana (*i e* the Khetri Thikana proper) is paid in the Madhopoor rupees but *Babae* is farmed and it seems reasonable that the rent should be paid in the Jyepoor currency

This distinction in the basis of the assessment of Babai is effective to the present day and its significance is emphasized in para 29 of the Report

EXTRACT FROM METCALFE'S DESPATCH OF 29TH JANUARY, 1818

* * *

23 I have noticed in the preceding parts of this dispatch negotiations going on here with Chiefs dependent on the State of Jypoor and I now proceed to explain those allusions

24 Koowur Bukhtawar Sing the son of Raja Ubhee Singh of Khetree wrote to me some time ago expressing an intention of coming to Dihlee to which I immediately assented in the hope that his coming might alarm the Court of Jypoor and expedite the conclusion of a Treaty

25 Since his arrival, I have entered into conditional engagements with him acting in behalf of his father, subject of course to the approbation or rejection of His Excellency the Governor General to the following effect Raja Ubhee Sing and his son and Heir Koowur Bukhtawar Sing engage for themselves and their successors to become Dependents of the British Government on the same footing on which they were before dependent on Jypoor paying Tribute and performing Military Service for us on the same footing on which they have hitherto been bound to do the same for the Raja of Jypoor They throw off all allegiance to Jypoor and become exclusively attached to the British Government In return we protect them and guarantee their lawful possessions In the event of an alliance with Jypoor they will revert at our desire to their allegiance to the Raja under the safeguard of our superintending influence

26 The only obligation which we come under by this engagement is to secure Raja Ubhee Sing and his Heirs from any ill consequences which might follow the act of entering into such an engagement and as without any engagement we should have been equally bound for our honour to prevent their suffering any injury from having come forward to seek a separate connexion with us I trust that the arrangement is entirely unobjectionable and that His Excellency the Governor General will approve of my having adopted it without previous instructions

27 My object was two fold — either to alarm the Court of Jypoor and stimulate them to the conclusion of a suitable alliance by shewing that we were not entirely dependent on their will but were able and willing to establish order without their concurrence—or if the Court should continue so senseless as not to be moved by the prospect of the dissolution of its power over the dependent States connected with it to lay a foundation for the conclusion of separate engagements which should bring all those States under our protection on the terms mentioned in the case of the Khetree Chief

28 I am not sanguine in the expectation that all will be disposed to follow his example but next to a suitable alliance with Jypoor should think such an arrangement most desirable for the Establishment and maintenance of Order and Peace in the Possessions of those Chiefs

29 The arrangement would be I conceive perfectly justifiable in the event of the perseverance of the Court of Jypoor in its procrastination and evasion These Chiefs are Dependents and Tributaries not subjects — They are independent Rulers in their own territories—They pay Tribute or Military Service or both to the Raja of Jypoor, and are entitled to protection If not protected their obligations cease, and they have a right to carry their Tribute and Allegiance, where they can obtain security in return

30 The Territories of Raja Ubhee Sing are at this instant suffering from the Ravages of Meer Khan's Troops and I only wait for the Raja's Confirmation of the Engagement entered into by his Son, in order to declare his Territories entirely under British Protection, which they are already in part, in consequence of his holding of us the district of Kootpootlee

31 It is not improbable that I may soon enter into conditional Engagements with the Raja of Oomara His Deewan is here and his Son is on his way The Raja is himself at Jypoor according to summons, whence he openly dispatched his Son to Dihlee Both circumstances serve to shew the half dependent half independent nature of his connection

32 The Jypoor State may be considered as divided into three principal Branches, consisting of the Raja and his own Territories and dependent Chiefs as one Branch, the Nurooka Chiefs as the second and the Shekhawattee Chiefs as the third Raja Ubhee Sing is one of the principal of the Shekhawattee Chiefs and the Raja of Oomara is the first in rank and power of the Nurooka Chiefs The Rao Raja of Macheree is a Nurooka and was formerly on the same footing with the Rao Raja of Oomara, with respect to the Raja of Jypoor

33 The appearance of negotiating separately with the dependent Chiefs of the Jypoor State has had a good effect if I may judge from appearances The Jypoor Agent stationed here shows unfeigned alarm and has repeatedly implored me to suspend these operations, till the arrival of the ambassadors *The intelligence seems also to have excited a great sensation at Jypoor and* to have increased the anxiety to expedite the progress of the Mission appointed to proceed to Dihlee According to the latest accounts the arrival of this Mission may be soon expected but after the unaccountable delays which have taken place it is impossible to trust to any accounts

34 This subject shall be continued in a subsequent dispatch wherein I will have the Honour of submitting for the consideration of His Excellency the Governor-General some remarks on the course which it would seem to be expedient to pursue if the Mission now on its way to Dihlee should not be prepared to subscribe to suitable terms or if its arrival should be delayed by further procrastination

BABAI APPENDIX R

ENTRIES IN THE STATE ACCOUNTS REGARDING BABAI (1817-1932)

Note by the Committee.

The table in this Appendix summarizes the entries relating to Babai found in the Mustaufi and Accounts or Shamlat Offices of the Jaipur State from 1817 to 1932 A D From first to last the assessment for Babai is (with a single exception in St 1967 = 1910 A D) given separately, and the separate assessment is explained, in a large number of the entries, by reference to a distinction in the tenure A study of these entries shows that the word "Istimrari" first appears in the Mustauf of St 1901 (= 1844 A D). Babai is from that date with fair consistency entered in the Mustauf under the general head 'Ijara Istimrar" The Shamlat or Accounts (which took the place of Shamlat after the close of the long Minorty in 1851 A D) retained the entry of simple "Ijara" against Babai without a break until 1858 A D (St 1915) but in St 1920 (= 1863 A D) the tenure 'istimrar' appears in the Accounts for the first time, and after St 1934 (= 1877 A D) it consistently prevails It seems to us that these series of entries in the two sets of records, which are in apparent conflict from 1844 to 1863 A D, are suggestive They are not only consistent with, but tend to confirm, the view we hold that Babai was, formally and legally, held throughout on a simple Ijara only — but that long-continued possession gave the Khetri tenure a conventional stability which eventually resulted in a modification of the entries in the State records in recognition of the fact that dispossession was not contemplated It is important to observe that this gradual accretion upon the original status of the Rajas of Khetri in Babai began during the Minority Period When Maharaja Ramsingh came to the gaddi in 1851 Babai had already been regularly included in the Mustaufi list of Istimrars for the preceding 7 years The formal position had been gradually lost sight of during the Minority, and the Maharaja was not in a position to correct the mistake

[P T O]

ACCOUNT ENTRIES FOR BABAI St: 1873—1988 (1817 to 1931 A. D.)

Sambat	Mustauf (A Branch of Accounts Department)	Shamlat
1873- 1888		Babai ka: St 1873—4 9,000 St 1875 40,001 St. 1876 42,000 St 1877—88=12 years @ 44,000 528,000
1876	Shekhawati men—Mamlat—Parganayat Ijara— Taluqa Babai ka Gu Raja Abhaisingh Shekhawat Khetri ka 47,461 11 0 St. 1875 5,460 11 St 1876 42000 0	
1877	No papers available.	
1878	Do	
1879	Babai ka I(jara) 32,467 7 0 Note Included with Mamlat Khetri.	
1880	No papers available.	
1881	Raja Abhaisinghji Khetri ka va Babai ka I(jara) 47,763 0 9 Note Relating to St 1878-9	
1882	No papers available.	
1883	Do	
1884	Do	
1885	Do	
1886	Mamlat parganah Jhunjhunu vaghaira aur Babai ka Ijara maddhe alal hisab 45,000 Tauji do ke	
1887	No papers available	
1888	Do	
1889	Do	Babai ka Ijara ka 44 000
1890	Do.	
1891	Do	
1892	Do	
1893	Do	
1894	Do	
1895	Do	
1896	Do	Babai ka 44,000
1897	Do	Babai Khata Jama 44,000
1898	Do	Hisab Parganah Babai Ijara Raja Sheonath Singh 44,000
1899	Babai ka 44,000	Ijara 44,000
1900	Babai ka Note Mamlat Jhunjhunu etc is in separate columns 44,000	Ijara 44,000

Sambat	Mustauf (A Branch of Accounts Department)		Shamlat	
1901	Ijara Istimrari ka—Parganah Babai ka Gu Raja Fatehsingh Shekhawat Khetri ka	44,000	Ijara	44,000
1902	In the list of Istimrar Ijaras credit of 44 000 shown for Babai		Ijara	44,000
1903	Do		Ijara	44,000
1904	In the list of Istimrar Ijara credit of shown for Babai	44,000	Ijara	44 000
1905	Do.		Ijara	44 000
1906	In the list of Ijara Istimrar—Babai Ijare Raja Fatehsingh	44,000		
1907	Do			
1908	Do		Ijara	44 000
			Accounts	
1909	In the list of Ijara Istimrar—Babai Ijare Raja Fatehsingh	44 000	Mamla wa Ijara ka—Babai	44,000
1910	In the list of Istimrari—Babai Gumashta Raja Fatehsingh	44 000	Mamla wa Ijara ka—Babai	44,000
1911	In the list of Istimrar Ijara—Taluqa Babai Ijare Raja Fatehsingh	44 000	Do	
1912	In the list of Istimrari Ijara—Parganah Babai Ijara Fatehsingh	44,000	Do	
1913	Do		Do	
1914	Do		Do	
1915	Do,		Do	
1916	Mamlat Khetri—Babai ka I	44,000	Babai	44,000
1917	In the list of Istimrar Ijara—Parganah Babai Ijare Raja Fatehsingh	44 000	Pana Nahi hai—ek hisab men Khetri Babai darj	
1918	Do		Babai ka	44 000
1919	Do		Babai	44 000
1920	In the list of Istimrari Ijara—Parganah Babai Ijara Raja Fatehsingh Shekhawat Khetri ka Gu	44,000	Babai ka Istimrari	44 000
1921	Mamlat Khetri—Istimrari Babai ka Hal	44 000	Do	
1922	Papers not available		Pana nahir hai	
1923	In the list of Istimrar Ijara—Parganah Babai Ijare Raja Fatehsingh	44 000	Istimrari Taluqa Babai ka	44 000
1924	Mamlat Khetri—Babai ka Gu Raja Fatehsingh Shekhawat—Istimrari Ijara Babai ka	44 000	Do	
1925	In the list of Istimrari Ijara—Parganah Babai ka Gu Raja Fatehsingh Shekhawat Khetri ka	44 000	Istimrari Taluqa Babai	44 000

Sambat	Mustauf (A Branch of Accounts Department)		Accounts	
1926	In the list of Istimrari Ijara—Parganah Babai Ijara Khetri ka Jama	44 000	Ijara Babai	44 000
1927	In the list of Istimrari Ijara—Parganah Babai Ijara Khetri ka jama	44 000	Babai ka	44 000
1928	Mamlat Khetri—Istimrari Ijara *Parganah Babai ka*	*44 000*	*Istimrari Babai*	44 000
1929	Mamlat Khetri—Istimrar Babai ka	44 000	Do	
1930	In the list of Istimrari—Parganah Babai I Khetri I a ke sakh Shialu Unhalu I a Gu Raja Ajitsingh Shekhawat ki jama	44 000	Istimrari Babai ka hali	44 000
1931	Mamlat Khetri—Istimrari Ijara—Parganah Babai ka	44 000	Istimrar Babai ka	44 000
1932	In the list of Istimrari Ijara—Parganah Babai I Khetri Raja Balwantsingh Shekhawat Khetri ka Gu Jama	44 000	Do	
1933	In the list of Istimrari—Parganah Babai I Khetri hala ke Jama Wasuli	44 000	Istimrar Babai	44 000
1934	In the list of Istimrar Ijara—Parganah Babai Ijara Khetri hala ka	44 000	Babai ka Ijara ka	44 000
1935	Do		Istimrar Babai ka	44 000
1936	Do		Istimrari Ta Babai ka	44 000
1937	Mamlat Khetri—Istimrar Babai ka Hal	44 000	Istimrar Babai ka Sikke hali lage	44 000
1938	Mamlat Khetri—Istimrari Babai	44 000	Do	
1939	Mamlat Khetri—Istimrar Babai	44 000	Istimrar Babai ka salina sikl e hali	44 000
1940	In the list of Istimrar Ijara—Parganah Babai ka Gu Ajitsingh Shekhawat Hala I a Gu ki Jama	44 000	Do	
1941	Mamlat Khetri—Istimrar Babai ka Salina Hal	44 000	Do	
1942	Mamlat Khetri—Istimrar Babai Salina Bhare sikke hali	44 000	Pana nahin mila	
1943	Mamlat Khetri—Istimrar Babai salina bhare hali	44 000	Istimrar Babai ka salina bhare sil ke hali	44 000
1944	Mamlat Khetri—Babai I a Istimrar Ijara	44 000	Babai I a Istimrari Ijara ka	44 000
1945	Mamlat Khetri Babai Istimrar Ijara	44 000	Pana Shakist	
1946	*Mamlat Khetri Istimrari Babai*	*44 000*	*Do*	
1947	Mamlat Khetri—Istimrar Ijara Babai ka	44 000	Pana shamil nahin	

Sambat	Mustauf (A Branch of Accounts Department)		Accounts	
1948	Mamlat Khetri—Istimrar Ijara Parganah Babai ka	44 000	Istimrar I ka mo Babai ka	44 000
1949	Mamlat Khetri— Istimrar Ijara mo Babai ka sikke hal	44 000	Ijara Istimrar mo Babai si hali	44 000
1950	Mamlat Khetri—Istimrar Ijara Babai hal	44 000	Istimrar Ijare ka mo Babai ka sikke hali	44 000
1951	Mamlat Khetri—Istimrar Ijara mo Babai ka sikke hali	44 000	Istimrar I ka mo Babai ka si hali	44 000
1952	Mamlat Khetri—Ijara ka mo Babai hal	44 000	Do	
1953	Mamlat Khetri—Istimrar Ijara mo Babai ka hal	44 000	Istimrar I mo Babai ka hali	44 000
1954	Mamlat Khetri—Istimrar Ijara Babai hal	44 000	Istimrar I mo Babai si hali	44 000
1955	Mamlat Khetri—Istimrar mo Babai ka Ijara hal	44 000	Istimrar mo Babai Parganah ka	44 000
1956	Mamlat Thikana Khetri ka—Istimrar Ijara mo Babai ka hal	44 000	Istimrar I mo Babai si hali	44 000
1957	Mamlat Thikana Khetri—Istimrar Ijara mo Babai sikke hal	44 000	Do	
1958	Mamlat Khetri—Istimrar Parganah Babai	44 000	Istimrar I mo Babai si hali	44 000
1959	Mamlat Khetri—Istimrar Babai	44 000	Istimrar I mo Babai si hali	44 000
1960	Mamla Parganah Khetri Istimrar Ijara mo Babai ka sikka hal	44 000	Istimrar mo Babai ka	44 000
1961	Mamlat Khetri —Istimrar mo Babai	44 000	Istimrar mo Babai	44 000
1962	Mamlat Khetri—Istimrar Babai	44 000	Do	
1963	Do		Istimrari Babai	44 000
1964	Do		Do	
1965	Mamlat Thikana Khetri—Istimrar Babai ka	44 000	Do	
1967	Mamlat Thikana Khetri—	75 080 13	Dono raqam ek jai asal mamla ke nam se darj hain, har do sighe ki tafriq nahin hilhi afrad men tafriq ho rahi hai	
1968	Mamlat Thikana Khetri—Istimrar Babai	44 000	Note St 1967 se St 1988 tak ki farden hain un men har ek Sambat men mamlat 31 080 13 Istimrar Babai 44 000 darj ho rahi hain	
[illegible]	Do		Do	
[illegible]	Istimrardar—Parganah Babai Gu... [illegible] Khetri ke Istimrar	44 000	Do	
[illegible]	[illegible] dar Parganah Babai Thikana Khetri ke Istimrar	44 000	Do	
[illegible]	Istimrardar Parganah Babai Thikana Khetri ke Istimrar	44 000	Do	
1971	Do		Do	

Sambat	Mustauf (A Branch of Accounts Department)		Accounts
1974	Istmrardar—Parganah Babai Thikana Khetri ke Istimrar	44 000	Note St 1967 se St 1968 tak ki ruden ham un men har ek sambat men mamlat 31,089-13 Istmrar Babai 44 000 darj ho rahi ham
1975	Istimrardar—Parganah Babai Thikana Khetri ke Istimrar	44 000	Do
1976	Istimrardar—Parganah Babai Thikana Khetri ke Istimrar	44 000	Do
1977	Do		Do
1978	Do		Do
1979	Do		Do
1980	Do		Do
1981	Do		Do
1982	Budget system introduced		Do
1983	Do		Do
1984	Do		Do
1985	Do		Do
1986	Do		Do
1987	Do		Do
1988	Do		Do

D Manmohanlal ahalkar Mustauf Mahakma Hisab

Sambat	Mustauf (A Branch of Accounts Department)		Accounts	
1948	Mamlat Khetri—Istimrar Ijara Parganah Babai ka	44 000	Istimrar I ka mo Babai ka	44 000
1949	Mamlat Khetri— Istimrar Ijara mo Babai ka sikke hal	44 000	Ijara Istimrar mo Babai si hali	44 000
1950	Mamlat Khetri—Istimrar Ijara Babai hal	44 000	Istimrar Ijare ka mo Babai ka sikke hali	44 000
1951	Mamlat Khetri—Istimrar Ijara mo Babai ka sikke hali	44 000	Istimrar I ka mo Babai ka si hali	44 000
1952	Mamlat Khetri—Ijara ka mo Babai hal	44 000	Do	
1953	Mamlat Khetri—Istimrar Ijara mo Babai ka hal	44 000	Istimrar I mo Babai ka hali	44 000
1954	Mamlat Khetri—Istimrar Ijara Babai hal	44 000	Istimrar I mo Babai si hali	44 000
1955	Mamlat Khetri —Istimrar mo Babai ka Ijara hal	44 000	Istimrar mo Babai Parganah ka	44 000
1956	Mamlat Thikana Khetri ka Istimrar Ijara mo Babai ka hal	44 000	Istimrar I mo Babai si hali	44 000
1957	Mamlat Thikana Khetri—Istimrar Ijara mo Babai sikke hal	44 000	Do	
1958	Mamlat Khetri—Istimrar Parganah Babai	44 000	Istimrar I mo Babai si hali	44 000
1959	Mamlat Khetri—Istimrar Babai	44 000	Istimrar I mo Babai si hali	44 000
1960	Mamla Parganah Khetri Istimrar Ijara mo Babai ka sikka hal	44 000	Istimrar mo Babai ka	44 000
1961	Mamlat Khetri —Istimrar mo Babai	44 000	Istimrar mo Babai	44 000
1962	Mamlat Khetri—Istimrar Babai	44 000	Do	
1963	Do		Istimrari Babai	44 000
1964	Do		Do	
1965	Mamlat Thikana Khetri—Istimrar Babai ka	44 000	Do	
1967	Mamlat Thikana Khetri—	75 089 13	Dono raqam ek jai asal mamla ke nam se darj hain har do sighe ki tafriq nahin hil hi afrad men tafriq ho rahi hai	
1968	Mamlat Thikana Khetri—Istimrar Babai	44 000	Note St 1967 se St 1988 tak ki farden hain un men har ek Sambat men mamlat 31 089 13 Istimrar Babai 44 000 darj ho rahi hain	
1969	Do		Do	
1970	Istimrardar—Parganah Babai Gu Shekhawati Khetri ke Istimrar	44 000	Do	
1971	Istimrardar—Parganah Babai Thikana Khetri ke Istimrar	44 000	Do	
1972	Istimrardar Parganah Babai Thikana Khetri ke Istimrar	44 000	Do	
1973	Do		Do	

REPORT

ON

SIKAR

BY

C U WILLS, C I E, I C S (*retired*)

PANDIT SEETLA PRASAD BAJPEYI, C I E,
RAI BAHADUR (*Chief Justice, Jaipur State*)

THAKUR MAHENDRA PAL SINGH OF KOTLA
(*U P Civil Service*)

FORMING

THE COMMITTEE OF INQUIRY
APPOINTED IN ACCORDANCE WITH
JAIPUR STATE GAZETTE NOTIFICATION NO 17164
DATED THE 17TH OF NOVEMBER 1933

Delhi—Printed at the I M H Press

CONTENTS

ABBREVIATIONS USED IN THIS REPORT

S	State papers relating to SIKAR
S R	Thikana papers relating to SIKAR
W A	WRITTEN ARGUMENT.
O H R	OLD HISTORICAL RECORDS of Jaipur State.

REPORT
ON
THE SIKAR THIKANA

PART I — INTRODUCTION

1 The Sikar Estate contains some 440 villages and covers an area of, approximately, 1400 square miles The villages of Ringas Simalia and Sargot (in the last-named Sikar holds a share only) are detached from the main area of the Thikana — being situated on the border of the Khandela Estate, towards Jaipur Apart from this tiny group the whole Thikana of Sikar comprises a compact stretch of country lying in the extreme north-west corner of the Jaipur State

This report is prepared in conformity with the orders contained in Jaipur Gazette Notification No 17164 dated the 17th of November 1933 As it was not found feasible to begin our Inquiry by March 1934 as originally proposed, proceedings were postponed till the following cold weather The first hearing of the case opened on the 12th of November 1934 and continued for five days The final hearing lasted from the 5th to the 8th of March 1935

PART II — TERRITORIAL DEVELOPMENT

2 The genealogy of the Sikar family is given in Appendix A The founder of its fortunes was Thakur Sheosingh son of Daulatsingh Shekhawat Daulatsingh appears in 1709 A D as the holder of an assignment (*jagir*) from Maharaja Sawai Jaisingh in the parganahs of Amber and Newai (S 1) He is said to have obtained the village of Sikar from Khandela about the beginning of the century and is described in a letter written from the Mogul Court to Sawai Jaisingh in 1717 A D as a landholder in the village of Sikar in parganah Khandela (*zamindar-i-mauza Sikar min-amal parganah Khandela*) and is a servant (*naukar*) of the Maharaja (S 1-K) Daulatsingh held a *jagir* of Rs 25,000 at the time of his death in 1721 A D (S 4A) and his and his son Sheosingh's status can be inferred from an old list of Tazims granted to

Thakurs, dated Jaisinghpura, Delhi Chait Budi 1, Sambat 1783 (1727 A D) In this list Daulatsingh is shown as having formerly held a service tenure, or "patta", of the value of Rs 25 000 He and Sheosingh appear, respectively, as 10th and 20th in order of precedence among the 29 Shekhawat Sardars of that time (S 25B) The entries run as follows —

No	Name	Name of Kotri	Amount of patta	Remarks
*	*		*	*
10	Daulatsingh son of Jaswantsingh and grandson of Shyamram — one person		Rs 25,000	Died
*	*	*	*	*
20	Sheosingh son of Daulatsingh and grandson of Jaswantsingh — One person		Rs 20 000	Lazim granted in place of his father

3 In a later list of Lazims, granted up to St 1798 (1741 A D) Sheosingh is shown to be holding a service tenure or patta of the value of Rs 20 000 as before but he appears 8th in order of precedence among the 18 Shekhawat Sardars to whom Lazims were granted with Sikar as his "kotri" or headquarters (S 99A) Sheosingh's claim to distinction rested like his father's on the fact that he was a Jagirdar in the employ of Maharaja Sawai Jaisingh and the State possesses a long list of papers relating to the detail of his service tenure (See Mr Wills' printed report para 98) Before his death he was in enjoyment of a daily allowance *(rozina)* of Rs 100, or Rs 35400 *per annum* (there being 354 days in the Hindu year) for the maintenance of 100 horse and this service tenure was transmitted as we shall see to his descendants (S 163A)

4 Besides Sikar and some villages in its immediate vicinity Daulatsingh held a few villages in the Kasli pargana This pargana or "Chaurasi" (nominally but not necessarily containing 84 villages) had long previously been held by Daulatsingh's ancestors but it was now in the possession of a separate branch of the family descended from Jagatsingh (an uncle of Daulatsingh) who had won it back by the sword it is said from an illegitimate relation

(Puranmal, a famous wrestler) to whom it had been given by the Emperor Jahangir Pandit Jhabarmal's History of Sikar (p 43) tells us that Puranmal had allotted two Kash villages to Jaswantsingh, the father of Daulatsingh, while the State and Hukumat records (S 24 72B & 127A, S R 12 & 50) indicate that from 1725 down to 1784 A D Daulatsingh's descendants were paying a small sum of Rs 600 or so for the Ijara, or revenue farm, of some unspecified villages in Kash We conclude therefore, that Daulatsingh held a few Kash villages prior to 1721 A D and that these continued in the possession of his family In 1784 A D the whole Kash tract was taken from the legitimate holders — the fifth in descent from Jagatsingh — by Debisingh of Sikar, the grandson of Sheosingh However on contributing half a lakh of rupees (S 178) to the State as *peshkash*, Debisingh of Sikar was allowed to retain his usurpation on the old Ijara assessment of Rs 4268 which was raised to Rs 4312-9 0 in 1790 A D This last mentioned figure is the gross assessment for the Kash villages to the present day

5 Another territorial acquisition by the Sikar family was Ringas and its neighbourhood — a tiny group of 2¼ villages detached from the main block of the Sikar estate In 1725 A D these villages had long been in possession of the then holders Kiratsingh and Kanaksingh (S 20 and 26 Another paper of 1728 A D shows one Jabbansingh as an old Zamindar of these 2¼ villages (S 34) Sheosingh could claim at the most, a remote collateral relationship with these men and had no lot or part whatsoever in their possession of Ringas etc But in 1730 A D (as we learn from S 39B) his son seized Ringas and Sheosingh was then recognized as part Ijaredar by Sawai Jaisingh (S 39A) In 1758 A D S 148A) the Ringas village were divided under a temporary Ijara between Chandsingh and Naharsingh son and grandson respectively of Sheosingh but eventually about 1780 A D Debisingh the son of Chand-singh ousted his co-sharers and was treated as sole Zamindar of Ringas etc on an assessment of some Rs 4000 (S R 34) In 1792 A D the Fort at Ringas was captured by Sindhia's troops (Mr Wills report para 106), but the villages were finally from 1796 A D re-allotted to Sikar for Rs 2200 *per annum* on receipt by the State of a *nazarana* of Rs 10000 (S 186 188 and 190) Rs 2200 has been the basic assessment for these villages ever since We may note here that the Thikana

Thakurs, dated Jaisinghpura Delhi Chait Budi 1, Sambat 1783 (1727 A D) In this list Daulatsingh is shown as having formerly held a service tenure or "patta", of the value of Rs 25,000 He and Sheosingh appear, respectively, as 10th and 20th in order of precedence among the 29 Shekhawat Sardars of that time (S 25B) The entries run as follows —

No	Name	Name of Kotri	Amount of patta	Remarks
*	*		*	*
10	Daulatsingh son of Jaswantsingh and grandson of Shyamram — one person		Rs 25,000	Died
*	*	*	*	*
20	Sheosingh son of Daulatsingh and grandson of Jaswantsingh — One person		Rs 20,000	Tazim granted in place of his father

3 In a later list of "Tazims" granted up to St 1798 (1741 A D) Sheosingh is shown to be holding a service tenure or "patta", of the value of Rs 20,000 as before but he appears 8th in order of precedence among the 18 Shekhawat Sardars to whom "Tazims" were granted with Sikar as his "kotri" or headquarters (S 99A) Sheosingh's claim to distinction rested like his father's on the fact that he was a Jagirdar in the employ of Maharaja Sawai Jaisingh, and the State possesses a long list of papers relating to the detail of his service tenure (See Mr Wills' printed report para 98) Before his death he was in enjoyment of a daily allowance (*rozina*) of Rs 100, or Rs 35,400 *per annum* (there being 354 days in the Hindu year) for the maintenance of 100 horse and this service tenure was transmitted as we shall see to his descendants (S 163A)

4 Besides Sikar and some villages in its immediate vicinity, Daulatsingh held a few villages in the Kasli pargana This pargana or Chaurasi (nominally but not necessarily containing "84" villages) had long previously been held by Daulatsingh's ancestors but it was now in the possession of a separate branch of the family descended from Jagatsingh (an uncle of Daulatsingh) who had won it back by the sword it is said from an illegitimate relation

Sikar family's possession, they became liable to a total gross assessment of Rs 1,10,000 for the whole Fatehpur district, and this latter figure has ever since formed the basis of the assessment of this nucleus of the Sikar Thikana

8 Between the years 1777 and 1791 A D Debisingh of Sikar also occupied some 27 or 28 villages of Khandela (Kh 337) This encroachment was, subsequently, condoned by the State, as Rs 3,000 *per annum* is found included, on account of these villages, in Sikar's assessment for 1796 A D (S 188) In 1813 A D Lachhmansingh of Sikar seized all the rest of Khandela, with the assistance of Amir Khan, the famous Rohilla Chief But this encroachment came within the scope of Sir David Ochterlony's Settlement of the 21st of June, 1818, between Maharaja Jagatsingh and his Thakurs (Mr Wills' report, App H) whereby all acquisitions subsequent to 1803 A D were to be given up to the Maharaja Accordingly, Lachhmansingh was allowed to retain Khandela under a simple Ijara only till 1825 A D, when he was ousted from so much of it as he had encroached upon in 1813 A D But two years later, in 1827 A D, he was given back 11 of the Khandela villages from which he had been recently ejected on an Ijara Istimrar, with an assessment of Rs 4001 *per annum* (S 216)

9 About 1760 A D the Pattis and Parganah of Fatehpur were partitioned between two branches of the Sikar family — the junior branch securing Sikar itself and a three-fifths share of the Pattis and Parganah, while the senior branch, with a two-fifths share made its headquarters at Balara, near Fatehpur This partition stood for some 30 years, but, eventually, Debisingh of Sikar ousted his relations from their separate Thikana at Balara in 1790 A D Many years afterwards (in 1839 A D) a representative of the Balara family was, under pressure from the British, given the 11 villages of the Khandela Thikana which Sikar had acquired in 1827 A D (S 226) This tract called Shyamgarh is still for purposes of assessment, treated as a part of Sikar, though it is no longer, in practice, subordinate in any way to the latter's administrative control

10 The territorial expansion of the Sikar Thikana in the 18th century is summarized in the following tabular statement

Area and Tenure	Period of Development	Final Assessment	Reference
	A D	Rs	
Kasli (Ijara)	1725-1790	4,312 9	App B & E
Ringas (Ijara)	1730-1796	2,200 0	App E
Fatehpur Pattis (Ijara Istimrar)	1731-1790	50,000 0	App C
Fatehpur Parganah (Ijara Istimrar)	1739-1790	60,000 0	App D
Khandela 28 villages (Ijara)	1777-1796	3,000 0	App E
Khandela 11 villages (Ijara Istimrar)	1827	1,001 0	App G
Total gross assessment		1,23,513-9	

Sikar itself the headquarters of Sheosingh's family was originally in the Khandela Parganah but seems to have been later included in the Fatehpur Pattis

12. We have in the preceding paragraphs sketched the development of the Sikar Estate according to the documentary evidence before us. Sikar's representative however, while accepting the main facts of possession as above detailed, places a very different interpretation upon them. He maintains that the present Sikar Thikana is an ancient semi-independent Chiefship. He argues that the Shekhawats were always a vast coparcenary body, and, on the basis of this presumption, claims that the previous right and title of any Shekhawat landholder who was at any time ousted by Sikar, automatically accrued to the latter Thikana. By this process the present Rao Raja is said to have inherited the rights of ancient Shekhawat holders in every part of his present Estate. For example, the Kasli pargana was held by one of Sikar's ancestors, named Tirmalji, early in the seventeenth century. Tirmalji's son Gangaram was ousted from Kasli, but, two generations later, Kasli was again seized by collaterals of the present Sikar family. These collaterals held Kasli separately for six generations, but were at last forcibly dispossessed by Debisingh of Sikar in 1784 A.D. (See Appendix A). By virtue of this dispossession it is maintained that Debisingh acquired the title formerly enjoyed by Tirmalji and that Sikar can, therefore, now lay claim to be an ancient Chiefship dating from Akbar's time, and to have enjoyed for many generations a political existence independent of Jaipur. Similar but even more tenuous arguments are adduced to support Sikar's claim to an ancient title in Fatehpur and Ringas. We are unable to accept such artificial and elaborate hypotheses. These are put forward, without evidence in their support, merely in order to evade the obvious conclusions to be drawn from a plain statement of the case. The history of Kasli, the facts of which are not disputed, is a sufficient refutation of such arguments. Debisingh of Sikar, after seizing on his collaterals' estate in 1784 A.D., paid a *peshkash* of Rs. 50,000 to the Jaipur Darbar in order to secure recognition of his title (S. 178).

PART III.—THE MOGUL PARWANAS OF 1721 AND 1727 A.D.

13. We have shown in the preceding section that Sikar's superior landholding title was derived in every part of his present Thikana, from Ijaras or Revenue Farms taken from the Maharajas of Jaipur after the latter had extended their *de facto* sovereignty over this part of the country

This conclusion is directly challenged by what purport to be two parwanas, in favour of Thakur Sheosingh issued by the Emperor Mohammad Shah Ghazi in 1721 and 1727 A D We must now examine these documents in detail The originals are in Sikar's possession

14 The earlier parwana of 1721 (S R 1) recites that the *entire* parganahs of Fatehpur and Kasli have under the Emperor's orders and in accordance with other old sanads, been held by Thakur Sheosingh and his sons since long as in *Altamgha Jagir* or Grant under Seal The second parwana of 1727 A D (S R 2) repeats this adding further that Sheosingh and his sons have held these two entire parganahs since long generation after generation and that Ringas etc. three old villages are included in their ancient holding These statements are in violent disagreement with the real position at that time as now disclosed by the old records of the State Sheosingh secured his first share in the Fatehpur Pattis only in 1734 A D and his first share of Fatehpur Parganah only in 1739 A D Previous to these dates his possessions in Fatehpur comprised no more than some half dozen or a dozen villages near Sihot held on a subordinate proprietary tenure So too in Kasli Sheosingh himself never held more than a few villages in that tract and his grandson Devisingh was the first to obtain the entire parganah in 1784 A D Again a share in Ringas was secured by Sheosingh for the first time in 1730 A D three years after the second Mogul parwana purports to have been written Mr Wills in paragraph 102 of his printed report emphasized the conflict between the testimony to Sheosingh's ancient and wide spread possession provided by these documents of 1721 and 1727 and the evidence derived from the authentic contemporary records of the State Apparently impressed with the force of this criticism Sikar now puts forward the suggestion that these parwanas were given by the Emperor in the expectation that Sheosingh would at some future date secure possession of the areas named therein This explanation however carries its own refutation with it It was not till after 1750 A D that the whole of Fatehpur (Pattis and Parganah) came into the possession of Sheosingh's descendants and it was not till 1784 A D that the whole of Kasli was appropriated by them It is incredible that Mogul parwanas which the Emperor failed to enforce in 1721 and 1727 A D should have become

operative after the Emperor's authority in Rajputana had been overthrown by the Marathas

15 Moreover, this artificial explanation does not meet the difficulty that the Imperial Officers are, in these two parwanas, made to recite an account of Sheosingh's long possession prior to 1721 and 1727 A D, which is patently and admittedly untrue Sikar attempts to justify the references in the parwanas to Sheosingh's ancient possession in Fatehpur, Kash and Ringas by urging that possession by *any* Shekhawat would have been interpreted by the Moguls as Sheosingh's own possession because Sheosingh was the local leader of the Shekhawat sept. This will not meet the difficulty presented by Fatehpur, in which as admitted by Sikar there had been twelve successive Mahomedan Nawabs before Sheosingh got partial possession, under Ijaras from Sawai Jaisingh in 1734 and 1739 A D Furthermore, Sheosingh was not the head of his sept He was no more than one of Maharaja Sawai Jaisingh's many Jagirdars and a petty Zamindar or village holder at the time when the Mogul parwanas are said to have been written He was in 1727 A D (as we have seen in para 2 above) actually the twentieth in order of precedence among the 28 Shekhawat Sardars of that time Finally the pretence that all Shekhawats were regarded as forming a single coparcenary body is disproved by the first parwana itself That document recites that the entire parganahs of Fatehpur and Kash have been held since long by Thakur Sheosingh and his sons without any share of anybody else These words at once destroy the coparcenary hypothesis now put forward

16 Then again we are left wholly in the dark as to the motive or *occasion for these generous grants of a large estate to Sheosingh free of* revenue Mr Wills observed in his printed report (para 102) that no intelligible account is given by the Sikar Agents of the circumstances in which these remarkable sanads were conferred To meet this objection Sikar in his Written Argument at first claimed that the earlier parwana was given to Sheosingh at his accession on his father Daulatsingh's death which occurred in the very year (Sambat 1778) in which that parwana purports to have been issued But investigation of this plea has had curious consequences The first parwana was written on the 11th Ziqad in the 3rd Regnal year which (as we know from a

number of State papers of this period bearing both Hijri and Vikrami dates) corresponded with Bhadwa Sudi 13 Sambat 1778 But we also know (from S 4 A) that Daulatsingh died in "Huzur" on Pos Sudi 11, Sambat 1778 — or four months *after* the parwana is said to have been written This not only destroys the Thakur's plea that the parwana of 1721 was issued on Sheosingh's accession but also involves the assumption that the Mogul parwana was issued to the son during the father's lifetime Moreover we are presented with the anomaly of a Rajput being entitled "Thakur" before his father's death It was a rigid rule as firmly recognized 200 years ago as it is today, that a Rajput must be addressed as "Kunwar" and not as "Thakur" during the lifetime of his father It is certain therefore that the person who wrote the earlier parwana of 1721 A D wrongly thought that Daulatsingh was dead on the date he gave to that document Sikar's representative on being confronted with this difficulty changed his ground during the hearing of the case and submitted an idle story from an unpublished manuscript history to show that Nawab Qayam Khan was on one occasion fined by the Emperor because Sheosingh's father Daulatsingh on the Nawab's behalf had killed a brother of one of the Emperor's mistresses How this can serve to explain the confirmation of an ancient Altamgha grant in Sheosingh's favour is not intelligible to us

17 There are other obvious difficulties Why should the Mogul Emperor have wished to oust a Mahomedan Nawab from Fatepur to make room for a Rajput? We have just shown the futility of Sikar's story intended to explain the Emperor's hostility to the Qaimkhani Nawab In fact we have positive evidence pointing in the opposite direction In 1715 A D the Nawab Qayam Khan was Faujdar of Sambhar and enjoyed a Mansab of 2000 horse, which was increased in that year to 2500 horse (O H R No 2613) Such a mark of the Emperor's favour is quite inconsistent with what Sikar would have us believe namely that the Nawab was living in Fatehpur with an Altamgha grant of his territory to someone else hanging over him Again, we find the Mogul Officers intervening in 1716 A.D on the Qaimkhani Nawab's behalf when he complains of harassment by Dipsingh of Kasli and by the Jaipur Maharaja's own men (O H R No 3174) In the correspondence in this connection we find a letter from Maharaja Sawai Jaisingh in which he addressed Qayam Khan as "Mutawattin", or holder of a "Watan", in Fatehpur and Jhunjhunu — a description wholly inconsistent

with the existence of an Altamgha grant of Fatehpur, actual or potential, executed by the Emperor in favour of one of Sawai Jaisingh's own Jagirdars

18 In 1717 A D Sheosingh was censured by the Emperor for troubling the local people (S 1-K), and in 1724 (according to Jhabarmal's History, p 60) the Emperor sent an expedition against Sikar, at Kasli's instigation, which was only withdrawn on Sawai Jaisingh's intervention These facts are again inconsistent with the natural presumption to be drawn from the parwanas — namely that Sheosingh was *persona grata* at the Mogul Court

19 Further, we have a series of documents (S 25 A) which show that no less than 27,05,000 *dams* of land in Kasli were held at this time by Mahomedan Jagirdars from the Mogul Government, and that Maharaja Sawai Jaisingh took Ijaras of their assignments In one case the Maharaja's Ijara was for the two Fasli years 1133 and 1134, and the latter year corresponds with 1727 A D, the date of the second Mogul parwana on which Sikar relies Are we to suppose that prior to the Mogul Government's issue of a parwana of 1134 Fasli conferring the whole of Kasli upon Sheosingh, free of all revenue, "with effect from the Kharif crop of 1128 Fasli", the same Government had already allotted extensive jagirs in Kasli to Mahomedan *Jagirdars?* These Jagirdars *evidently drew a substantial revenue from their* assignments, since the Maharaja of Jaipur farmed one jagir for Rs 5044 and another for Rs 1,400 The existence of these jagirs and Ijaras for 1133 and 1134 Fasli, once more establishes the spurious character of Sikar's Altamgha grant

20 Again we find that when Maharaja Sawai Jaisingh sent his *expedition of 1732 A D with Sheosingh as one of its joint leaders to* take possession of the Fatehpur Pattis from the Qaimkhani Nawab, the Mogul forces from Delhi were at once up in arms Now if the parwanas confirming Sheosingh's Altamgha grant were genuine, the Emperor should have been undisturbed by the Nawab's ejectment But his officers promptly supported the son of Qayam Khan — a course diametrically opposed to what one would have expected in view of the Altamgha grant Sikar's representative can only plead that, presumably, the Emperor was unaware of the action that his officers were taking

21 There is another striking indication of the invalidity of the second parwana. This specifically records that Fatehpur and Kasli were both in the Suba of Ajmer. A reference to the map in Appendix D to Mr Wills' printed report will show that they were in the Sarkar of Nagaur in the days of the Ain-i-Akbari (1594 A D), and they were still in the Nagaur Sarkar when the parwana of 1727 A D was written, as is proved by several contemporary documents (S 25A and 37). We are thus forced to suppose that the Mogul officials, responsible for the issue of the second parwana were misinformed as to the Suba in which Fatehpur and Kasli were situated — just as those who issued the first parwana were ignorant of the fact that Sheosingh's father was still alive

22 Finally, the seal impression on the second parwana, purporting to date from 1727 A D can be shown to be spurious. The text of the seal is as follows ' Qamaruddin Khan Chin Bahadur, Wazir-ul-mumalik Nusratjang Itimad-ud-daula Fidwi Muhammad Shah Badshah Ghazi, San 6, 1136" Qamaruddin who received the title of Itimad-ud-daula in 1721 A D, became Wazir, or Chief Minister, of the Empire in 1724 (Hence the date 6th regnal year A H 1136 in the seal) and held this high office until 1748 A D (See Irvine, *Later Moguls* II pp 137-8 and Sarkar, *Fall of the Mogul Empire* I p 11) Now, from among the Jaipur State records we have obtained two documents bearing Qamaruddin's seal. One of these — a grant of Parganah Haveli Muttra to Maharaja Sawai Jaisingh — was issued in 1724 A D The other — a grant of Parganah Gaya to Maharaja Sawai Jaisingh — was issued in 1728 A D The seal impressions on these two State documents are identical, and this identity confirms their validity. The Sikar parwana of 1727 A D purports also to bear Qamaruddin's seal. It is dated 1727 A D Obviously, therefore, this seal impression on the Sikar document should tally with the seals on the two State documents, seeing that one of the latter is of an earlier, and the other of a later date than the Sikar parwana. A reference, however, to Appendix K, in which photographs of the three seals are given will show at once that the seal impression on the Sikar document is a spurious imitation of the genuine seals on the two State documents

23 Sikar's representative is unable to meet any of these specific criticisms of the Mogul parwanas. He pleads that the lapse of time, the character of

the paper and the force of the impression explain the differences we have noted between the seal on the parwana of 1727 and those on the State documents of 1724 and 1728. He argues that, even if this parwana of 1727 is regarded as open to suspicion nevertheless the genuineness of the earlier parwana of 1721 is apparent. But, if the first parwana was genuine, where was the necessity of forging the second parwana? Moreover, we had unhesitatingly condemned both parwanas as forgeries even before the forgery of the seal on the second document was detected. The essential points of criticism that we direct against these two Mogul Parwanas are the following:—

(a) Both parwanas make false statements as to *existing* possession — and the falsity of these statements is admitted by the Thikana, who pleads that the parwanas were only intended to have prospective effect.

(b) Both parwanas make equally false statements as to the long *pre-existing* possession of the Sikar family — and the falsity of these statements is also admitted.

(c) The date on the earlier parwana is shown to be false by the fact that Sheosingh is made the recipient of the parwana, and is addressed as Thakur, at a time when his father, Daulatsingh was still alive.

(d) The *later parwana is shown to be false since the areas* therein mentioned are wrongly entered as belonging to the Sarkar of Ajmer when, in fact, they were in the Sarkar of Nagaur.

(e) Both parwanas are inconsistent with authoritative documents of the period proving the issue of jagir grants in Kasli by the Mogul Government.

(f) There is also overwhelming circumstantial evidence to establish the invalidity of both parwanas. No intelligible motive or occasion for them has been given. The Mahomedan Nawab of Fatehpur had influence at the Mogul Court — being indeed, the brother-in-law of the famous Sayyid King maker, Hasan Ali Barha (see para 28 below) — while Sheosingh was only a petty local jagirdar in a Hindu Maharaja's service. We may add to all this the discrepancies in the second seal and the obvious inducement Sikar had to provide himself at a later date with some apparently valid title for the territories he had misappropriated.

24 For the reason given in the preceding paragraphs we unhesitatingly conclude that the two Mogul parwanas bearing the dates 1721 and 1727 A D are elaborate, but clumsy, forgeries We would go further and would suggest an approximate date, and probable reason for their fabrication Since they are proved to be forgeries it is obvious to infer that the documents were prepared *after* Fatehpur, Kasli and Ringas had, in fact, come into the exclusive possession of Sheosingh's descendants This first occurred in 1784 A D when Kasli was appropriated Again one cannot fail to observe that the Mogul parwanas are as much concerned to emphasize Sheosingh's *pre existing* long tenure from ancient times as they are to confirm that tenure anew This again suggests that the documents were actually prepared as evidence of title. Such evidence would be valueless except for the purpose of deceiving the British whose power was being gradually extended over the country at the close of the 18th century We can also suggest a probable reason for the second parwana of 1727 A D At first sight the existence of the earlier parwana seems to render the later one superfluous But it will be noticed that the earlier parwana has a curious defect A reference is made to Ringas in the endorsement only, and not in the body of the parwana itself This is emphatically remedied in the second parwana, in which the "three old villages" of Ringas etc are referred to no less than four times — twice in the text and twice again in the endorsement Ringas was captured from Sikar by the Marathas in 1792 and was only restored to Sikar in 1796 A D, on his payment of a *nazarana* of Rs 10,000 to the State (see para 5) For these reasons we may reasonably infer that these two Mogul parwanas were fabricated by Sikar at the close of the 18th century

25 If the conclusion reached in the preceding paragraph is accepted, the parwanas become readily intelligible Lachhmansingh of Sikar was after 1795 A D becoming independent of Jaipur He had demolished all the castles of his inferior feudatories not even sparing that of Shahpura, the place of his nativity as well as Balara Bathoth and Kasli (Tod III p 1421-22) and was naturally anxious to secure from the British Government some written recognition of his title to retain his new acquisitions Hence these parwanas They exactly covered Sikar's territory after 1796 A D except for the villages usurped from Khandela, which did not lend

themselves to inclusion in documents antedated by some 70 years They emphasized the great antiquity of Sheosingh's tenure; and they restricted the benefit of that ancient title to Sheosingh and his sons, "without any share of any one else". They conferred upon the holder a solid proprietary tenure, free of revenue, under an Altamgha grant or Grant-under-seal, derived from the Mogul Emperor, and thus provided him with a territorial title much anterior to any that the Maharajas of Jaipur could claim in respect of Fatehpur, Kasli and Ringas.

26 One last peculiar circumstance we would mention here In a letter of the 22nd of July 1824 (S R 79), Sir David Ochterlony wrote to Rao Raja Lachhmansingh: "It is strange that you did not produce so many complete Sanads at the time when the Treaty was made between the Maharaja Sahib Bahadur and the British Company (in 1818 A D). How much better it would have been had you produced all these complete sanads at that time and discussed the matter personally. There would then have remained no occasion of trouble for you" (See App. T). As we shall see in a later section, the "sanads", here referred to, are the parwanas we are now discussing This is not the only occasion on which these parwanas have been withheld from the scrutiny of local Indian critics There are two published vernacular Histories of Sikar — one "Madhovansh Prakash" by Bakshi Jhutalal and the other "Sikar ka Itihas" by Pandit Jhabarmal. Neither work makes the slightest reference to either of these two Mogul parwanas On the other hand, we shall, in a later section, notice the emphatic use which Sikar made of them before Lord Lake in 1804 and Sir David Ochterlony in 1819 A D

PART IV—SAWAI JAISINGH'S OCCUPATION OF THE FATEHPUR DISTRICT

27 The Fatehpur District (like that of Jhunjhunu, with which we have dealt in our report on the Panchpana-Singhana area) was under the authority of a Qaimkhani Nawab during the greater part of Sawai Jaisingh's reign. The Nawab, named Qiyam Khan, had a long hereditary connection with the Fatehpur district Qaimkhanis are mentioned as the dominant community in Fatehpur (as in Jhunjhunu) as far back as the 16th century

(see the *Ain-i-Akbari* of Abul Fazl), and Sikar's representative admits (W A para 17) that there was a succession of no fewer than twelve Mahomedan Nawabs in Fatehpur before the tract came into Rajput possession

28 The Fatehpur district consisted of two parts — a northern, known as the "Fatehpur parganah", and southern known as the "Four Pattis" (Julasar, Sihot, Patodia and Katrathal). In the beginning of 1732 A D Maharaja Sawai Jaisingh organized an expedition, which resulted in the "Four Pattis" being wrested from the Nawab Qayam Khan and incorporated in the growing Jaipur State. The ultimate purpose of this expedition was no doubt, mere territorial expansion, but we can suggest a personal motive which, probably led to this attack on Mogul territory. Qayam Khan was the brother-in-law of Husain Ali Barha, one of the Sayyid "King-makers" of this period and Sawai Jaisingh had a life-long enmity with the Barha family (Irvine, *Later Moguls* I 326-7 353 369 etc). Moreover, Qayam Khan had succeeded in supplanting Ruhela Khan, another Qaimkhani, in Jhunjhunu. But when Husain Ali was murdered in 1720 A D, Ruhela Khan was restored to Jhunjhunu and was now in a position to take his revenge on Qayam Khan. It seems natural to suppose that, soon after the appointment to the Subedari of Ajmer of his friend the Nawab Muzaffar Khan, Sawai Jaisingh availed himself of this split between the Qaimkhanis to launch an expedition against Qayam Khan of Fatehpur, whose Barha connection would render him a suitable object of attack by Sawai Jaisingh in prosecution of his plans for territorial aggrandisement

29 Whatever may have been the motive that lay behind the expedition of 1732 there can be no question but that it was organized and despatched under Sawai Jaisingh's orders. It started from Jaipur, and was commanded by Sadulsingh of Udaipur and Sheosingh of Sikar — the former being a State employee with a large contingent under him, while the latter held a jagir of Rs 20 000 for the maintenance of 35 horse and one foot soldier. Artillery was also supplied from the Jaipur arsenal. The force, which at first consisted of some 8 000 men, marched towards Udaipur, and we possess a despatch of Pos Sudi 2 Sambat 1788 (Dec-Jan 1731-32) from Sadulsingh and Sheosingh to Lala Hemraj one of the Bakhshis or Army Commanders at Jaipur, in

which they intimate compliance with Huzur's (the Maharaja's) orders for the establishment of Sardulsingh's possession in certain villages of Udaipur At the same time, they report a preliminary skirmish with the Qaimkhanis (S 40B) They then proceeded to Fatehpur, near which place the Qaimkhani Nawab came out to meet them in full force, but was defeated and mortally wounded The action was, on the very same day, briefly reported by Sardulsingh and Sheosingh to Raja Ayamal, the Chief Minister, at Jaipur In this despatch, dated Pos Sudi 11, they state that their forces (which by now numbered 30,000) had engaged and defeated the enemy and that victory had been gained "by the influence of the Maharaja" (*Shri Maharajaji ka pratap sun fateh hui chhai* — S 40D)

30 We find another despatch giving a fuller account of the engagement, written about a fortnight later on Magh Budi 8, Sambat 1788 (Jan-Feb 1732) It details the disposition of the State's forces *(Sarkar ki fauj)* These were drawn up in two divisions, each of eleven units The first division, under Sardulsingh, consisted of his own troop, his kinsmen, two bodies of Qaimkhanis (one under Ruhela Khan Zamindar of Jhunjhunu), one of Tanwar Rajputs, one of Nirban Rajputs, one of Pathans, one of Laikhanis and three others Sheosingh's division consisted, for the most part, of Shekhawats from Khandela, Khuor, Khur Dujod Udaipur etc, with one troop of Bidawats and one of Rathors Both divisions of the State's Forces *(Sarkar ki fauj)* attacked simultaneously, and drove Indarsingh Rathor of Churu back upon Qiyam Khan, who was mounted on an elephant in the second line of the Qaimkhani position The State's forces *(Sarkar ki fauj)* followed close upon Indarsingh as he retired with the result that both he and Qayam Khan fled from the field The latter was wounded but gained the Fort. He then parleyed with the attacking force, asking for the Maharaja's protection *(Shriji ki duhai)* If it was Shriji's' (the Maharaja's) order, he said, that he should be killed, then they could kill him If not, they should protect the town and spare his life and encamp outside Fatehpur Thereupon Sardulsingh and Sheosingh moved to a position near some wells outside Fatehpur, and 'Shriji's duhai" was proclaimed in the town "Success was achieved', the despatch continues 'by the Maharaja's authority and influence Ten men of the State's forces lost their lives' *(Shri Maharajaji ka tej pratap sun bal bala huo, aur Sarkar ki fauj ka admi*

das to Iam aya) A transliteration and translation of this final despatch are given in Appendix L

31 Immediately after the battle news was sent to Delhi by the Qaimkhanis to Nawab Muzaffar Khan, the Subahdar of Ajmer But Rs 30,000 had already been set aside to keep him quiet. He had long been on friendly terms with Sawai Jaisingh, and he was content to do no more than despatch a small contingent of 500 horse and 500 foot, which accomplished nothing The Maharaja was now in a position to reap the fruits of his victory, and the course he followed needs to be detailed here, since Sikar's representative as we shall see in the next section puts a construction upon the records which is wholly at variance with their natural and obvious interpretation The details can be learned from the study of three State papers (S 40 41 & 45), all written during the months immediately succeeding the action at Fatehpur

32 The Maharaja decided to take over a tract known as the Four Pattis of Fatehpur but he wished to find some justifiable pretext for this appropriation He therefore, insisted on their surrender to him by the Qaimkhani Nawab as security for the levy that he made upon the latter As security for Rs 30 000, to be paid as hush-money to the Subahdar Nawab Muzaffar Khan, ten hostages were taken, one of whom was a relation of Qayam Khan's As security for Rs 50 000, to be paid as "peshkash" to the Maharaja, Qayam Khan was required to surrender the Patti of Katrathal, consisting of 26 villages under a 'mortgage' A further demand of Rs 1,24 000 was also made from Qayam Khan, of which half was to be paid in cash while, as security for the balance, a 'mortgage" of the Pattis of Patodia (42 villages) and Julasar (12 villages) was taken The fourth Patti of Sihot was taken in 'mortgage", as security for a payment of Rs 10,000 to Sheosingh and of Rs 10,000 as interest to the Maharaja To superintend the administration of the Four Pattis, Sardulsingh and Sheosingh were jointly appointed as Faujdars, and the Maharaja agreed to pay them Rs 25 per day as 'Rozina" for the first six months, and Rs 12/8 per day for the second six months, but the collections on account of land *(mal)* and miscellaneous *(sayar)* revenue and transit dues *(rahdari)* etc. were to be made by the State's 'Amils'

33 Later in 1732 A D direct collection of the Revenue was abandoned in favour of an Ijara or Revenue Farm of the Four Pattis which was given for one year to Ramsingh of Kash for Rs 60 000 (S 43) In 1733 A D the Ijara was given to Sardulsingh Sheosingh Ramsingh and Gumansingh of Khachariawas for Rs 30 000 (S 46B) — the assessment being reduced owing to a demonstration from Delhi on the Qaimkhani's behalf In 1734 the Pattis were again made khalsa and one Mirza Babar Beg was appointed Faujdar But later in the same year, Maharaja Jaisingh decided that it was now possible for him to assert his authority over the tract in a more definite manner, and it was accordingly, given to Sheosingh of Sikar and Gumansingh Larkhani under a permanent lease (Ijara Istimrar) with executive authority (zamindari) on an incremental assessment rising to Rs 50 000 *per annum* (App C) These two officers were apparently at enmity (S 48) Sawai Jaisingh bestowed three fourths of his new acquisition upon Sheosingh — using in the deed of grant the word bakhshi or gifted which in itself indicates that Sheosingh had no prior right to the concession The other one-fourth share was given to Gumansingh Larkhani who (as we know from S 40F, quoted in App L) had taken no part in the expedition of 1732 — a circumstance which clearly suggests that the grant in Sheosingh's favour also had no definite relation to any services he had rendered on that occasion

34 Gumansingh paid the State Rs 100 per day for 200 mounted men *(Raj sawars)*, to help him in collecting the revenue from his share of the new Ijara (S 57) but evidently the task was beyond him His one fourth share was made *khalsa* and then transferred to Sheosingh in 1738 A D (S 75) Thus six years after the expedition of 1732 A D in which Sheosingh took part he secured the Ijara Istimrar of all the Four Fatehpur Pattis This Ijara Istimrar in the Fatehpur Pattis from 1734 A D onwards constitutes the first appearance of the Sikar Thakurs in the character of superior landholders in control of an extended tract of country We can infer from the arguments placed before us by Sikar's representative and also indirectly from certain references in S 45A and 46B that prior to the expedition of 1732 A. D Sheosingh had already acquired in the Fatehpur Patti possession of half a dozen to a dozen individual villages but in these he had no more than a subordinate proprietary

tenure His first appearance as an important Ijaredar, or superior tenure-holder, dates from 1734 A D, as above related

35 In 1736 A D, as is proved by three documents (S 66, 67 and 68) Maharaja Sawai Jaisingh took possession of the remaining northern part of the territory under the authority of the Qaimkhani Zamindar of Fatehpur It was known as Fatehpur Parganah *(Pargano Fatehpur Jo Shri Maharaj Ki Sarkar taluq thaiyo)* , and in 1739 A D the Ijara Istimrar and zamindari ' of this tract were given to Sheosingh of Sikar (three-fifths) and to Ramsingh of Kasli (two-fifths) , but it was provided that Fatehpur Town should from 1740 A D, remain under the direct control of the Darbar (S 84 and 87A) The assessment was fixed at Rs 60,000 The whole position was rearranged under the Maharaja's orders in 1742 A D Instead of Sheosingh of Sikar having the entire Fatehpur Pattis and three-fifths of Fatehpur Parganah, he was given only a half share in each and the other half shares in the Pattis and Parganah were conferred on Ramsingh of Kasli The headquarter town was still retained under the Darbar's direct management (S 106) Ramsingh and Sheosingh each agreed to pay a lakh of rupees as *peshkash* in connection with this settlement (S 106 and 107) Sheosingh died about 1748 A D , and his son, Samarthsingh, succeeded to his half share in the Fatehpur Pattis and Parganah But about 1751 A D Ramsingh of Kasli dropped out , and, thereafter, we find both Pattis and Parganah held wholly by Sheosingh's descendants under assessments of Rs 50 000 and Rs 60 000 for these two areas, respectively — and the total of these two figures (Rs 1 10 000) has from that day to this, been the basis upon which the revenue assessment of the tract has been calculated

Part V — SIKAR'S VERSION OF THE OCCUPATION OF FATEHPUR DISTRICT

36 We have in the preceding section described the development of Sikar's superior landholding tenure in the Fatehpur District during the twenty years subsequent to the expedition of 1732 A D This account is based upon the State Papers of the period several of which have come to light since Mr Wills' printed report was written Prior to the discovery of detailed accounts of the Fatehpur expedition, the Rao Rajas of

Sikar always claimed that their ancestors had seized the territory of the Qaimkhani Nawabs of Fatehpur by independent sovereign conquest, and that, subsequent to that conquest, the Rulers of Sikar had entered into treaty relations with the Jaipur State, recognizing the latter's suzerainty with a view to secure the support of their more powerful neighbour (See App K to Mr Wills' printed report) This story has now been abandoned by Sikar's representatives in presenting the Thikana's case before us

37 Sikar's new version of their local history is as follows It is claimed (on the basis of vague tradition) that the whole country beyond the Aravali hills had, at a very early period, been conquered by Shekhji, the eponym of the Shekhawats and was, thereafter, always regarded as a tract to which the Shekhawats were exclusively entitled, and that the Mogul Emperors, by their Parwanas of 1721 and 1727 A D, and Sawai Jaisingh, by his grants of "zamindari" in 1734 and 1739 A D, recognized the inherent right of the Shekhawats of Sikar to occupy this ancient 'Shekhawati" The authority in Fatehpur of the Qaimkhani Nawabs, though it had continued for many generations, was regarded, on the above hypothesis, as nothing more than an irregular interlude On the break-up of the Mogul Empire Sheosingh, as head of the Shekhawat sept, determined, it is said, to recover some part of their ancient clan heritage He, therefore, organized the expedition of 1732 A D, of which the detail is given in the State papers, and led it to victory quite independently of Maharaja Sawai Jaisingh Sikar's representative writes "The body of men who fought against the Qaimkhanis consisted of the Shekhawat clansmen and their relations and their friends Their description in one solitary place as the 'Sarkar's forces' is only out of respect to our liege lord He further contends that the frequent mention of "Shriji in Sardulsingh's and Sheosingh's despatches had reference to God and not to the Maharaja

38 When invited to explain why Sheosingh, as the leader of a victorious expedition, did not at once occupy the conquered territory, but waited for nearly three years before accepting an Ijara for a portion only of the Fatehpur Pattis from the Maharaja of Jaipur, Sikar's representative has put forward another remarkable hypothesis He maintains that Sheosingh, when organizing his independent expedition against Fatehpur, had

gone to Maharaja Sawai Jaisingh for *financial* assistance, and that, after the conquest, the new territory was mortgaged by Sheosingh with the Maharaja as security for the repayment of this loan Sawai Jaisingh's intermediate arrangements between the beginning of 1732 and the end of 1734 were made with a view to the recovery of his advances When this was accomplished the mortgage was cancelled and the tract ' restored to Sheosingh as Zamindar or Independent Chief — and that the Rulers of Sikar have retained the status of Independent Chiefs ever since

39 We are bound to deal in some detail with this extravagant story, but its absurdity is really self-evident Neither the Mogul Emperor nor Sawai Jaisingh who was himself busy carving a kingdom out of the corpus of the Empire was likely in the 18th century to pay much heed to the sentimental claims of the Shekhawats to a territory over which even if we accept their own version of local history they had lost control for some 200 years We have already shown that the Mogul parwanas of 1721 and 1727 are patent forgeries and it is incredible that Sawai Jaisingh would have courted the hostility of the Emperor by financing an expedition against Mogul territory which was *to ensure to the benefit of someone else* There is not a line of evidence on record to show that Sheosingh organized the expedition of 1732 A D He was not even at the head of it, for his name is always placed after Sadulsingh's whenever the two are mentioned together Nor was Sheosingh the head of the Shekhawat sept Even ten years after the expedition he appears no higher than 8th in the list of Shekhawat Sardars at Sawai Jaisingh's Court. Nor is there a word of evidence to show that Sheosingh borrowed any thing from or repaid any thing to the Maharaja on account of this expedition He acted throughout as a subordinate of the Darbar

40 The argument that Sheosingh's inherent right to the Fatehpur Pattis was recognized by the Maharaja who therefore accepted a mortgage of the tract from him as security for advances made *in connection with the* expedition is said to be based upon the very documents which we have already examined in paragraph 31 above (S 40 41 and 45) The parties to the mortgage are not specified in any of these three documents (their names needed no mention at that time) and Sikar's representative would there-

fore, like us to credit Sheosingh with being the principal party entitled to effect the mortgages But we are unable to do so in the absence of any evidence pointing to this conclusion and in the face of many indications pointing in the opposite direction For instance, Sheosingh himself writes (S 41) "Rs 62,000 in cash as well as hostages were promised, but, owing to present circumstances, neither cash nor hostages have been given and slackness is being shown in the matter" (*Rupiya hazar basath rokri wa bol dena karya chha so yo rang delh bol wa taka na diya dhil men ghal dini*) If Sheosingh was himself responsible for this payment to the Maharaja, he could never have written in such a strain Nor would hostages from the Fatehpur Pattis have been of any value to the Maharaja, as security for Sheosingh's repayment The hostages were, by caste, Qumkhani, Teli, Mahomedan and Baniya, and they were in Sheosingh's charge (*Bol mha lathe mangail i to mhe bina hukum dyanla nahin* — S 41) If Sheosingh was the debtor, they should have been Shekhawats, and should have been in charge of someone other than Sheosingh Again a part of one Patti Sihot) was mortgaged as security for a payment of Rs 10,000 to Sheosingh himself Obviously, therefore Sihot was not mortgaged by Sheosingh as security for any payment by him to the Maharaja Again we have the following heading to one entry 'Note of the arrangement made in regard to Fatehpur through Sheosingh Shekhawat' (*Yaddashti Fatehpur ki i bhanti faisal kari marfat Sheosingh Shekhawat* Why should Sheosingh be mentioned as a mere agent if he was really a principal? Finally, Saidulsingh and Sheosingh were appointed as Faujdars on a daily wage, in order to give effect to Sawai Jaisingh's levies on the tract. Why was Sheosingh remunerated by his creditor for making arrangements to repay his own loan?

41 These detailed arguments confirm our general conclusions, which are drawn from a natural and straightforward interpretation of the facts recorded The Maharaja was the victor and Qayam Khan the vanquished Obviously, therefore, it was the latter who had to provide mortgages as security for the former's demands Sheosingh was a mere subordinate employed to enforce the Maharaja's terms The absurdity of the pretence that Sheosingh was the conqueror is fully disclosed by other circumstance Saidulsingh was the Chief leader of the expedition and got nothing from Fatehpur

for his services Why should we give Sheosingh, the second-in-command the exclusive credit of organizing the expedition and of leading it to victory, and the exclusive right of appropriating the whole of the conquered territory? In fact, when the first permanent Ijara was given in 1734 A D, Sheosingh only got a three-fourths share of the Pattis — one-fourth being given to Gumansingh who took no part in the battle of 1732 A D Similarly in 1739 Sheosingh only got three-fifths of Fatehpur Parganah while two-fifths went to Ramsingh of Kash who likewise had taken no part in the original expedition Fatehpur Town was reserved for the Darbar Finally, in 1742 A D Sheosingh's full possession of the Four Pattis and his three-fifths share of the Parganah were arbitrarily cut down to a half share in each the Headquarters Town was still reserved to the Darbar, and yet Sheosingh had to pay a lakh of rupees as *peshkash* in connection with the settlement All this is ludicrously inconsistent with the claim that Sheosingh was a victorious Chief who had just reconquered the ancient heritage of his clan He was throughout nothing more than a mere Jagirdar in the Maharaja's service

42 Sikar's representative also lays great stress upon the fact that both in the permanent lease of the Fatehpur Pattis (App C) and in that of Fatehpur Parganah (App D) the 'zamindari' of the tracts in question was conferred upon the new lessees The word 'Zamindar', it is said always meant a Ruling Prince in Mogul times, and therefore, the use of term zamindari' by Sawai Jaisingh provides confirmation of Sikar's claim to regard its Thikanas as an ancient sovereign heritage We have already countered this argument in our reports on Panchpana-Singhana, Uniara and Patan Here we would only point out that once more the context itself condemns Sikar's interpretation It is evident from the first Ijara, which is quoted in full in Appendix C that what the Maharaja conferred upon Sheosingh and Gumansingh was authority to levy 'zamindari dues' But Independent Chiefship is not a status to which mere "dues' attach It implies wide authority of every kind Specific 'dues will not content an Independent Chief but they are appropriate as remuneration for a mere executive office It was an office, therefore, that the term 'zamindari signified We include in Appendix M to this report an extract from Malcolm's *Memoir of Central India*, which fully explains the position of

a "Zamindar", or Parganah Officer, in the 18th century We also give in Appendix N transliterations and translations of Mogul documents which indicate both the status of a Zamindar and the nature of the "zamindari dues" to which he was entitled, during the reign of the Emperor Aurangzeb

43 Looking at the facts broadly, we are perfectly satisfied that Sikar's present contention will carry no conviction to any unbiassed student of these papers We have here a petty Jagirdar of 35 horse, who starts from Jaipur towards Udaipur as secondary leader of an expedition An order from the Maharaja is executed on the way, and then after collecting a force which eventually numbers no less than 30,000 men, and includes Rajputs of many kinds as well as Pathans and Qaimkhanis, the joint Commanders proceed to Fatehpur After successfully defeating the Nawab of that place, they accept a salaried appointment from the Maharaja, in connection with the administration of the new territory he has occupied The Chief leader (Sardulsingh) then passes on to Jhunjhunu, while Sheosingh, the second in command, acquires no regular local status in the tract until nearly three years after the expedition He is then given a three-fouths share in the Four Pattis, subject to a condition of instant resumption on his failure to provide surety for punctual payment of the revenue assessed upon his holding Five years later he gets a three fifths share in the rest of the Fatehpur District, but it is significant that this lease does not include the headquarters town (Fatehpur itself), which is reserved to the Darbar Some years later Sheosingh s shares in the Fatehpur Pattis and Parganah are arbitrarily cut down by the Maharaja to one half — a settlement for which he has to pay a *peshkash* of a lakh of rupees It is not till 20 years after the expedition of 1732 by which time Sheosingh is dead, that the entire tract passes, for the first time into the undivided possession of his family From this review no other conclusion is possible than that the expedition of 1732 A D was, as the despatches from Sardulsingh and Sheosingh so plainly indicate, an enterprise organized and financed by the Maharaja of Jaipur The whole tract was gradually incorporated in the Jaipur State and was then leased out for management to the State's Agents, who farmed the revenue collections from the Maharaja

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PART VI — SIKAR'S SERVICE ALLOWANCES IN THE 18TH CENTURY

44 In the second Part of this report we sketched the territorial development of the Sikar Thakurs' Estate in the 18th century. We may now emphasize the obligations for military service which throughout the same period were regularly attached to their land-tenure. Daulatsingh had held a *jagir* of Rs 25 000 for 44 horses (S 1 E) and after Daulatsingh's death in 1721 A D Sheosingh as we have seen in paragraph 2 above had a similar patta of Rs 20 000 for 35 horses and one dil on a 10 months qarar (S 4 A and 11) which continued in his favour down to 1741 A D. Before his death however Sheosingh's *jagir* was increased to a rozina or daily allowance of Rs 100 — the equivalent of Rs 35 400 for the full Hindu year of 354 days — for the maintenance of 100 horse.

45 This rozina was paid by deduction from the Ijara assessment of the Fatehpur Pattis and Parganah. As we have explained in the Panchpana-Singhana report every permanent landholding tenure automatically carried with it an obligation for military service. Since Sheosingh as early as 1734 A D secured a permanent lease (Ijara istimrar) in Fatehpur Pattis which was followed in 1739 A D by a permanent lease in Fatehpur Parganah and since he was a Jagirdar at the same time it was an obvious expedient to deduct his *jagir* dues from his Ijara liabilities. Hence the *jagir* in this case did not consist of a specific assignment of land but of a specific deduction from a stabilized Ijara assessment. This was also the arrangement made with his son Chandsingh and his grandsons Naharsingh (S 163A) and Debisingh (S 167).

46 In 1764 A D a division was made of the *jagir* allowances. By this time the Fatehpur Pattis and Parganah had been partitioned between two branches of Sheosingh's family. The junior branch represented by Debisingh got Sikar itself and a three-fifths share of the Pattis and Parganah while the senior branch represented by Naharsingh got Bilara and a two fifths share. The jagir of Rs 35 400 was also partitioned (S 163) Debisingh getting Rs 25 526 and Naharsingh Rs 9 874.

47 This *jagir* allowance of Rs. 35 400 is mentioned again in 1766 A D (S 167) in 1776 A D (S 173) and in 1779 A D (S 175). But in 1787

A. D a change was made The Balara *jagir* of Rs 9,874 (which was rounded off into Rs 10,000 — see S 163) was raised to Rs 16,000 (S 181) Accordingly, in the accounts of 1789 A. D we find deductions on account of "patta" allowed to the extent of Rs 26 000 (*i e* a round figure instead of Rs 25,526 — see S 163) for Debisingh of Sikar and Rs 16,000 for Pratapsingh of Balara (S 181B) This was the position in regard to these service allowances prior to the Time of Trouble — the deductions for both branches of the family totalling Rs 42,000

48 This Rozina', which we have discussed in the preceding paragraphs, was a *jagir* allowance which involved the regular *personal* attendance of the recipients at the State headquarters with the sanctioned number of horse But, besides this, there was in Sikar, just as in Panchpana-Singhana, a further allowance for the regular attendance of the Jagirdars' relations (*Bhayan sarishta* — S 181) Here, as there, the allowance was Rs 12,000 per annum It is first mentioned in the State papers in 1779 A D (S R 12), where it is explained that the grant was made under a Dewani Hazuri sanad of Sambat 1830 (=1773 A D) and that the original grant of Rs 12,000 was reduced (by 10 per cent) to Rs 10,800 net This allowance is also mentioned in 1784 A D (S R 43) and in 1787 A D (S 181) It is nowhere specifically stated in the Sikar papers that this allowance was for military service, but it is absolutely certain that it was given for this purpose The analogy of the three *Bhayan sarishta* grants of Rs 12,000 against the Panchpana-assessment proves that this was so, and the very fact that the allowance in Sikar's case was called a 'patta' allowance (For example S R 50 has the words 'mafiq parwana Rao Khushaliram ke *patta ka*") confirms the inevitable inference from the analogy Tod's only word for a "fief" holder was "pattawat" (Annals I p 191) Sikar's alternative suggestion is that the *Bhayan sarishta grant* was an allowance on account of the Shekhawats' relationship to the Maharaja But this explanation, for which no authority or analogy is forth[illegible]ing is of so unconvincing a character that it can safely be disregarded. It would be inconsistent with State etiquette for His Highness to [illegible] grant 'bhayan sarishta', in the sense that the recipients were [illegible] His Highness

49 Up to the Time of Trouble therefore we may with confidence sum up the status of the Sikar Thikanedars as follows Beginning as permanent lessees in the Fatehpur Pattis and Parganah they soon acquired a strong and well recognized territorial status, and were regarded to use the English term which best expresses their position as "feudatories" of the Jaipur State They were Feudatories moreover in the true sense of that term as applied to estate-holders in early mediaeval times in western countries for they held not by conquest nor by the distribution of lands amongst a dominant conquering clan but by specific *grants* from the Maharaja as Lord of the land to which conditions of service and assessment were formally attached They were in the language of this country both Istimrar Ijaredars (*perpetual lessees*) and also Jagirdars (*Assignees for military service*) — the *jagir* in their case consisting not of a specific assignment of land (which was the true form of the *jagir* under the Moguls) but of a specific deduction from a recognized assessment upon their landed Estate held under an Ijara istimrar (perpetual lease) The fact that the status of the Sikar family in the Fatehpur Pattis and Parganah was precisely similar to the status of the Sadani Thakurs in Panchpana Singhana proves that the development in both cases followed recognized lines based upon the customs of the country Both held their estates as a permanent heritable and inalienable but at the same time partible property Both were held to a conventionally fixed gross assessment for their estate but both were conceded conventional deductions from that assessment in return for regular service at the Capital of the Maharaja This was the status established before the close of the 18th century by long established usage in Sikar's case as in that of the Sadani

Part VII — SIKAR'S ASSESSMENT IN THE TIME OF TROUBLE

50 There is among the records of the State an assessment account of Sikar for 1789 A D — just before the Time of Trouble began — which is reproduced in Appendix B The *asl* or basic assessment for the Sikar family's three-fifths share in the Fatehpur Parganah and Pattis is shown for that year as Rs 37 000 This was calculated as follows —

	Rs
Gross assessment for the Fatehpur Parganah and Pattis	1 10 000
Deduction for three villages not assessed to Revenue	5 000
Balance	1 05 000

Two-fifths of this, or Rs 42,000, was due from the Balara shareholders, and the remaining three-fifths, or Rs 63,000 was due from the Sikar shareholders Deducting from the latter figure the Sikar share of the jagir allowance (Rs 26 000), we get the figure of Rs 37,000 which is shown as the *asl* amount in the account of 1789 A D A further deduction of Rs 10,800 was allowed for the service of the Jagirdars' relations *(Bhayan sanshta)*, and other minor allowances were conceded A sum of Rs 4,268 was added for Kash, which the Sikar family had forcibly appropriated in 1784 A D Thus a net assessment of Rs 24 476 was reached in 1789 A D, for a three-fifths share of the Fatehpur Parganah and Pattis and for Kash No mention is made of Ringas or of certain Khandela villages upon which Sikar had already encroached These were, presumably, either unassessed or the subject of separate revenue assessments

51 In the next year (1790 A D) Mahadji Sindia and De Boigne broke, like a storm on Jaipur and Jodhpur, and the State's authority was gravely shaken In 1792 the Marathas made *direct* collections from Sikar and from the other Shekhawati Thikanas But in 1794 A D Mahadji died, and, thereafter, Maharaja Pratapsingh was able to assert his authority, though a greatly diminished authority, over his outlying Thikanedars Meanwhile, the Sikar family had taken advantage of the confusion in 1790 A D to drive out their co sharers from Balara Accordingly, the next set of accounts for 1794 and 1795 A D (given in App E) show a net assessment for the Sikar family of Rs 40 613-9 0 *per annum* for Kash and for the *whole* of the Fatehpur Parganah and Pattis The striking feature of these Accounts for 1794 and 1795 A D is that the old *jagir* deductions (of Rs 26,000 for the Sikar branch and of Rs 16 000 for the Balara branch) are now entered, for the first time, as "kansa" or for subsistence (kansa meaning 'food' in Rajputana, from the metal dish on which food is served) Moreover, not only was the *jagir* grant of Rs 26,000, proper to the Sikar branch shown as kansa" but the *jagir* grant of Rs 16 000 proper to the Balara branch which had been forcibly expelled in 1790 A D, was also deducted as kansa" in favour of the Sikar family This is evidence of the weakness of the Maharaja and of the practical independence which, as we know from Tod (*Annals* III pp 1420-22), Sikar had, by this time, been able to assume

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52 Assessments for the next two years (1796 and 1797) are also given in Appendix E Now, on payment of a *nazarana* of Rs 10,000 (S 190), Ringas, which had been captured by the Marathas, in 1791, was restored to Sikar on an assessment of Rs 2 200, and, at the same time, Rs 3,000 was added for the usurpations from Khandela — the total net demand being thus raised from Rs 40,613-9-0 to Rs 45,813-9 0

53 In 1800 A D there was a revision of the Sikar account, of which the terms are given in Appendix O To the total of Rs 45,813-9-0, arrived at for 1796-7, a sum of Rs 2,000 was *added* to the general account for expenses (*kharch*), while sums of Rs 7,615 0-6 (for the conversion of payments in kind into payments in cash and of Rs 804 (*Do par*, or 2 per cent apparently for the conversion into Jharshahi coin) were *deducted* These calculations produced a net assessment for 1800 A D of Rs 39,394 8-6 — a figure to which repeated reference will presently be made This net assessment for 1800 A D was for one year only, and it was formally renewed in 1801 (S 193), in 1802 (S 195) and in 1803 A D (S 198)

54 At this juncture a very extraordinary episode occurred. Lord Lake, the British Commander-in Chief, had signally defeated Sindia at the battle of Laswari (Oct 31, 1803) He had granted Kotputli to Khetri on the 2nd of December, and had negotiated the first British Treaty with Maharaja Jagatsingh of Jaipur, on the 12th of the same month From the 27th of December 1803, to the 9th of February, 1804, Lord Lake was encamped at Biana, near Bharatpur On the 19th of January, 1804 the Agent of Sikar presented an application to Lord Lake He signed himself Mukhtar of Rao Raja ' Lachhman-Singh of Sikar, and stated that the parganahs of Kansli and Fatehpur, with 36 villages of parganah Khandela, and Ringas etc, three old villages of Subah Ajmer, are held since ancient times, by my master under old sanads, and have continued till now — generation after generation — in his possession He willingly pays a sum of Rs 39 394 8-3 as peshkash, *i e* as nazarana, to the Maharaja Sahib at Jaipur", and he requests that when the authority of the British is extended over his country, ' nobody will interfere with the said parganahs village miscellaneous income and forts, or will demand anything more than the ancient fixed nazarana' (*an waqt ham az parganah-i-mastur wa dehat-i-mazkura mai sayar wa qilejat kase muzahim na shawad*

wa siwai nazarana muqarrari qadim digar ziyada talabi na kunand) He asked for a written parwana bearing Lord Lake's signature conceding these requests

55 It will be apparent that this application was a tissue of falsehoods Lachhmansingh was not a "Rao Raja" That title was first conferred upon him by Maharaja Jagatsingh on Asarh Budi 12 Sambat 1868 or 1811 A D (S 200) and prior to that date in the numerous State documents before us written between 1804 and 1811 A D (some of which are produced by the Thikana itself) the title is neither assumed by the Thakur in his own communications nor is it employed by the State in addressing him It is apparent that Sikar's agent falsely endowed his master with the title of Rao Raja in order to exaggerate his importance before Lord Lake

56 The Agent also referred to his master's revenue payment as a *peshkash* or *nazarana* This was a further attempt to deceive We find two State Papers (S 189 and 190) which refer to certain extraordinary payments made by Sikar in 1798 A D as *nazarana* and *peshkash* But these are clearly differentiated from the regular revenue assessment of the Thikana which is called *Mamla* every time the revenue assessment is mentioned These terms nazarana and peshkash were we may well suppose used by the Agent in order to impress Lord Lake with the idea that Sikar was not a subordinate of Jaipur subject to an ordinary revenue assessment but an independent power subject only to an extraordinary levy partaking of the character of tribute

57 The amount of this peshkash or nazarana was stated to be Rs 39 394 8 3 — the figure (with a difference of 3 pai) reached for the first time in Sikar's assessment by the Jaipur Darbar only four years before in 1800 A D and renewed annually for each of the three succeeding years But this figure was now described by Sikar's Agent as an "ancient fixed nazarana" Moreover it was falsely stated that the whole of the area then in Sikar's possession *viz* Kansli (seized in 1784) Fatehpur (of which two-fifths had been seized in 1790) 36 villages of Khandela (gradually encroached upon since 1777 A D) and Ringas (only recently recovered after its capture by the Marathas in 1791 A D) had been held by his master as an inheritance under old sanads — generation after generation — down to the time at which Sikar's application was presented to Lord Lake

58 It is clear also that the forged parwanas, which we have discussed in Part III of this Report, played a very important part on this occasion Sikar's Agent makes a specific reference to old sanads (*asnadhai peshin*), and there could as we know from Sikar's history, have been none but *forged sanads to support his false statements* Moreover the Agent's own language shows that he was writing with the forged parwana, dated 1727 A D, before him He writes in his application Parganah Kansli wa pargnah Fatehpur mai sayar wa qilejat wa mauza Ringas wagharia seh deh qadimi ' In the forged parwana of 1727 A D we find Parganah Kansli wa parganah Fatehpur wa mauza Ringas wagharia seh deh qadimi mai sayar wa qilejat' Such coincidence of language could not be accidental We may add that Sikar's representative before us freely admitted that the Mogul parwanas were produced before Lord Lake, and that these are, indeed the only old sanads ' that the Thikana possessed

59 The astonishing circumstance is that Lord Lake fell a ready victim to this elaborate fraud He recited that his order was in accordance with the statement made before him, the truth of which is attested" (obviously by the forged documents produced), and he declared that, when British authority was extended over the country the "above mentioned parganahs and villages with miscellaneous income and forts will remain conferred upon your master and be held by him free of assessment according to ancient usage and the ancient nazarana amount will not be enhanced' There is here further evidence that Lord Lake gave his decision on the basis of the forged parwanas Not only did he mention mai sayar wa qilejat, which appears both in the forged parwanas and in Sikar's application also, but he declared that Sikar's Estate shall be muafiq mamul i-qadim wa guzishta paiwasta muaf wa muqarrar Sikar's Agent never even asked that his master's tenure should be declared muaf wa muqarrar But this is the tenure conferred by *both* the forged parwanas of 1721 and 1727 Similarly the phrases "muafiq mamul i-qadim and ' guzishta paiwasta ' do not occur in the Agent's application but they do occur in the forged parwanas It is certain from this that Lord Lake based his order not only on Sikar's false representations in his application but also on the forged parwanas

60 From the evidence summarized above we conclude definitely that

Lord Lake in 1804 issued an order fixing Sikar's assessment at Rs 39,394-8-3, but that he did so as the result of a deliberate trick practised upon him by Sikar's Agent. The latter produced forged Mogul parwanas and falsely represented that his master was a "Rao Raja", who paid an "ancient fixed nazarana" of the amount above specified, and who held his estate from generation to generation as a single consolidated inheritance under old sanads In fact, most of Sikar's territory had been snatched forcibly from his neighbours during the preceeding twenty years, while his "ancient fixed nazarana or peshkash" was neither ancient nor fixed, nor was it either a nazarana or a peshkash The figure of Rs 39,394-8-6 had been brought out, for the first time in the history of the Thikana, only four years previously in 1800 A D It was the assessment for that one year only, and had been separately renewed in each of the three succeeding years But just as Col Lockett in 1831 A D was led to believe that the Patan "tribute" of Rs 12,000, assessed in 1818 A D had not varied for centuries (See Patan Report para 27), so also Lord Lake was led to believe in 1804 A D that the current assessment of Sikar, dating from 1800 A D, was an ancient fixed "nazarana or peshkash"

61 Fortified by this order from Lord Lake Sikar was in a position to defy the Durbar's efforts to increase his assessment, and the annual renewal of his Mamla abruptly ceases from 1803 A D But the British Treaty of 1803 was rescinded in 1806, and Sikar thought it as well to profit by the growing weakness of Maharaja Jagatsingh He secured the title of Rao Raja in 1811 A D, he seized the whole of the Khandela Estate in 1813 A D, with the assistance of Amir Khan, the famous Rohilla Chieftain, and in 1814 A D he approached Misr Sheonarayan a nominee of Amir Khan who now held the Office of Chief Minister, with a view once more to secure the permanent fixation of his net assessment This compliant Minister accordingly issued in his favour the letter which is reproduced in Appendix Q to this report There was no mention of any "ancient fixed nazarana" or "ancient possession" on this occasion The State officials made a calculation of the revenue (*mamlat*) due for Fatehpur, Kasli Balara, 28 villages of Khandela and for Ringas with its hamlets, after deducting the "remissions" (*Chhut* for "patta" (that is, for the *bhayan sanshta* grants) for conversion of cash into kind (*Tharna*), for Sheosingh's "rozina" (*i e* the old service deductions now totalling Rs 42,000) and for charitable grants, according to the previous practice, and

the Minister declared that Sikar should pay the net annual assessment of Rs. 39,394-8-6 year by year, generation after generation. He also threw in a permanent settlement at Rs. 54,000 *per annum* for the new Khandela usurpation.

62. We need not lay great stress upon this letter of 1814 A. D. There is no record of it in the State offices and the Thikana itself, which produces it, claims to set no store by it. Its only real value is that it proves that, in 1814 A. D, Sikar himself knew that his claim to a permanent settlement was invalid. This letter of 1814 A. D. is, in fact, only one further proof, if such is needed, of the falseness of Thakur Lachhmansingh's story before Lord Lake in 1804 A. D. regarding his "ancient fixed nazarana" of Rs. 39,394-8-3. For the purpose of strengthening his claim to such a permanent settlement this letter of the Minister is valueless, for we know that Ochterlony "did not consider the Maharaja at that period to have had a will of his own". The more powerful Thikanas simply took what they could; and then "measures were adopted with the Manager of the day to obtain a sanad" (Despatch of the 1st of July, 1818).

63. The time of trouble was, of course, a favourable opportunity for self-aggrandisement by unruly Thakurs in the outlying portions of the Jaipur State; and we have already shown, in our Report on Panchpana-Singhana, how Sikar used his influence to obstruct the conslusion of a Treaty between Maharaja Jagatsingh and the British, in view of the "diminution of his present consequence" and the "loss of his usurpations" which might be expected to result from any introduction of orderly administration into the Jaipur State (see Panchpana-Singhana report para: 79, quoting Metcalfe's despatch of the 29th of January 1818 A. D.). There is no doubt but that, from 1804 to 1818, Sikar was, like Khetri and Uniara, practically "an independent Ruler in his own territories", rendering no regular service to the Jaipur State and contributing only so much "tribute" as he had voluntarily stipulated. He also, like the Sadanis, insisted on enjoying those deductions from his Ijara assessment which regular service alone could justify, in spite of his rejection of all liability for such service. In Sikar's case these deductions amounted to no less then Rs. 52,800 (Rs. 42,000 for *jagir* deductions and Rs. 10,800 for *Bhayan sarishta* "pattas") or to 42 per cent of the gross Revenue

assessment upon the whole of the territory with which in this report we are concerned (see para 11 above)

Part VIII — THE BRITISH PERIOD

64 We have already in our report on the Panchpana Singhana Thikanas, dealt in considerable detail with the Treaty of April 1818, between the Jaipur State and the British Government, and with the circumstances that led up that Treaty We discussed the Settlement of June 1818, imposed by Sir David Ochterlony upon the Thakurs of the State with a view to the re-establishment of the Maharaja's prerogative, and were able to prove conclusively that the Articles of that Agreement were made applicable, not only to the smaller Thikanas, but also to the bigger Estates, such as Sikar, Khetri and Uniara We reviewed the local history of Jaipur subsequent to the Treaty and Settlement and showed the difficulties that arose over the enforcement of the Articles of Agreement during the Long Minority that almost immediately ensued We saw how the British officials themselves hesitated fully to implement the conditions of the new Settlement for the benefit of an unscrupulous Minister acting on behalf of an infant Maharaja, how the Articles of Agreement were gradually forgotten, and how a new theory, regarding the constitutional relations between the Maharaja and his outlying territorial Thikanedars, gradually gained currency among the Political Officers of the Rajputana Agency — the Thikanedars being conceded, on the authority of Tod's Annals of Amber, the status of separate though subordinate, political units in some sort of federal relation with the Jaipur State In view of what has been written in the Panchpana Singhana report we can deal in this place more briefly with the effect upon the status of Sikar of the introduction of British paramountcy

65 The Treaty of 1818 declared that the Maharaja of Jaipur and his heirs and successors shall remain absolute rulers of their territory and dependents according to long established usage This declaration involved the inclusion of Sikar as an integral portion of the Jaipur State the Rao Raja being treated as subject to the authority of the Jaipur Darbar and as no more than a "Feudatory or Vassal of his "Lord Paramount the Maharaja In accordance with long established usage — which was clearly defined by Sir David Ochterlony as signifying the ancient customs of the Raj down

to the time of Maharaja Pratapsingh — Lachhmansingh of Sikar was formally relegated to the position which his adoptive father had enjoyed prior to the Time of Trouble He became once more a permanent leaseholder, to whose landed property held by him in grant from the State conditions of regular service and assessment were attached

66 It is certain that the Articles of Agreement (Panchpana Singhana App Q) signed by most of the Thakurs of the State and by Lachhmansingh of Sikar on the 21st of June 1818 were made applicable in all respects to the latter Thikana This is proved not only by the general circumstances of the case by Ochterlony's despatches and by the orders of the Government of India (Panchpana Singhana App P) but also by a separate letter addressed by Ochterlony to Sikar which is reproduced in Appendix R to this report The letter is undated but was written after Maharaja Jagatsingh's death, and in it Ochterlony reminded Sikar that "formerly during the reign of the late Maharaja Sawai Jagatsingh you of your own accord and in my presence agreed in writing that you would adhere to the customs and usage in vogue during the reign of the late Maharaja Pratapsingh and that you would not deviate therefrom contrary to the wishes of the Darbar The reference by Ochterlony himself to his own Settlement clearly expounding the principle which underlay it at once silences the arguments of those who would pretend that that Settlement was never executed or that it was never acted upon or that it had reference only to the Thikanedars of "Jaipur proper and did not affect the outlying Thikanedars or "Independent Chiefs

67 We may now emphasize the four main points in the Articles of Agreement which affected Sikar

I He agreed to obey the orders of the Maharaja

II He agreed to surrender all lands appropriated by him since 1803 A D

III He acknowledged that the levy of *rahdari* or the duty on merchandize was the exclusive right of the Darbar

IV He agreed to render service (*naukari*) agreeably to the usages of the Darbar and to remain on regular duty with the Maharaja every year in accordance with the ancient customs of the Raj and the prerogatives of the Maharaja.

68 It would be possible to argue in reference to the fourth point, that, since the jagir grants for Sikar and Balara totalling Rs 42000, had been entered as *Kansa* at the settlement of Account in 1798 A D, therefore this *Kansa* allowance represented the customs and usage in vogue during the reign of the late Maharaja Pratapsingh (See Ochterlony's letter above quoted) But this entry of Kansa was manifestly due to the weakness of the Maharaja of Jaipur at the close of his reign after the full weight of Maratha oppression had during the Time of Trouble been imposed upon the Jaipur State Ochterlony's obvious determination to re-establish the Maharaja's ancient authority and to place him in the state which his ancestors had enjoyed precludes us from supposing that he ever contemplated making a free gift of *jagir* allowances which had been in force throughout the 18th century (see para 3 above) We have quoted in paragraph 91 of the Panchpana Singhana report Ochterlony's emphatic assertion of the principle that, by the constitution of the country every landed proprietor held his possessions on a condition of military service and that every one acknowledged the terms of his tenure We have therefore no hesitation in concluding that under Ochterlony's Settlement Sikar's status as a Jagirdar was definitely revived and that he was thereby rendered liable to regular service to the Darbar in return for the old *jagir* deductions of Rs 42000 Similarly his relations were rendered once more liable to perform their regular service at the Capital, in return for the *Bhayan sarishta* deduction of Rs 10800

69 Sir David Ochterlony had only begun to enforce the authority of Maharaja Jagatsingh in conformity with the Treaty and Settlement of 1818 when the latter died and the British soon afterwards decided upon a policy of non intervention in local affairs which for 16 years left the State at the mercy of domestic faction and intrigue We have already fully explained in our report on Pachpana Singhana how this long period of confusion resulted in the Articles of Agreement being from the first only partially implemented and in the end totally forgotten In Sikar's case his encroachment upon Khandela was disallowed and he was seven years after the Treaty compelled to surrender that tract to the Darbar (see Khandela report para 4) But nothing was done to enforce the State's claim either to *tahdari* in the Sikar Thikana or to regular service from the Rao Raja and his relations The British declined to interfere in matters affecting the internal administration of the State,

and the rival Ministers Jhutharam Sanghi and Rawal Bairi sal, were the last persons likely to enforce any general authority over Thakurs in the outlying portions of the State, whose support was necessary to the maintenance of their own position

70 But there was another explanation of the State's inability to assert its authority over Sikar In April, 1819, Rao Raja Lachhmansingh, remembering his successful deception of Lord Lake 15 years before, sent his Vakil to Sir David Ochterlony, equipped with Lord Lake's parwana of the 19th of January, 1804, and "other old sanads' The latter were, of course, as is admitted by Sikar's representative before us, the Mogul parwanas with which we are already familiar The Vakil complained to Ochterlony of interference by the State in his ancient territory *(mulk qadim)*, and asserted, as he had asserted before Lord Lake that he had been paying a sum of Rs 39 394-8 3 to the State from ancient times *(a qadim)* and was willing to continue paying it in accordance with ancient usage *(muafiq i-mamul i qadim)* Ochterlony, in his turn, was completely deceived by this show of authority, and at once addressed the State's Minister, Mohanram Nazir, on Sikar's behalf At the same time he wrote to the Rao Raja 'It is believed that the Maharaja Sahib Bahadur (he was born in this very month) will not demand more from you for the parganahs of Kash and Fatehpur, Sikar, Deogarh Raghunathgarh and 36 villages of parganah Khandela and Ringas etc, three villages of Subah Ajmer, which have been held by you from of old under old sanads You will yourself continue to pay the aforesaid amount of Mamla to the State without raising any objection It is expected that, in accordance with my letter the Durbar will not create trouble in regard to your ancient possessions without any reason and will not demand more than the said Mamla You may rest assured If the State's employees make any interference or create any trouble, your case will be heard by the British Company' It is evident from Ochterlony's letter (of which a transliteration and translation is given in App S) that no investigation was made into Sikar's claims and no opportunity was given to the State of rebutting Sikar's false assertion of ancient territorial possession and long established fixity of assessment We have no reason to suppose that the State had the least knowledge either of Sikar's fraudulent documents or of the effect which they had had, first, upon Lord Lake and, later upon Sir David Ochterlony

71 On the contrary, there is reason to suppose that the Rao Raja of Sikar very wisely kept his forged parwanas to himself as much as possible In 1824 A D he again complained to Ochterlony of improper interference by the State Officials — and Ochterlony gave the following curious reply "Previously, in 1819 A D, I had seen the application bearing General Lake's signature and your other sanads, and, in conformity therewith instructions were issued to the Officials of the State Accordingly the latter have not hitherto created trouble for you in any way unreasonably But it is strange that you did not produce so many complete sanads at the time when the Treaty was made between the Maharaja Sahib Bahadur and the British Company How much better it would have been had you produced all these complete sanads at that time and discussed the matter personally There would then have remained no occasion of trouble for you However, having regard for your friendship, a letter has been written to Sawai Jaipur" etc A transliteration and translation of this letter are given in Appendix T It would seem from this that the Rao Raja kept his 'old sanads" for British consumption, and we may well believe that the State has never, prior to the present Inquiry, had an opportunity of challenging their authenticity This will be an important consideration when we come to consider how much respect is due to the series of concessions which Sikar has succeeded in securing by means of these peculiar documents

72 This much at least is clear that the authority for a permanently fixed assessment, derived from Lord Lake's order of 1804 and re-affirmed by these two letters from Ochterlony, must be held wholly invalid as against a third party (the Maharaja of Jaipur) who had no cognizance of the documents or of the improper use to which they were being put It is probable that in 1819 and 1824 the State which at that time was well aware of the dubious means by which the Thakurs of Sikar had consolidated their territory during, and just before, the Time of Trouble, was trying to obtain a more reasonable revenue assessment from that Thikana than had been agreed to by Maharaja Pratapsingh for the single Sambat year 1857 (=1800 A D) But the State's efforts in this direction were successfully countered by Sikar's production before Ochterlony of the forged Mogul parwanas, together with Lord Lake's order based thereon

73. With Lord Lake's order and sir David Ochterlony's letters before us, it is easy to understand how the reassertion of the Maharaja's prerogative after the Treaty of 1818 A. D. was rendered inoperative, so far as Sikar was concerned. Ochterlony, like Lord Lake, was completely hoodwinked by the forged parwanas; and he, as soon as the Long Minority began, became the final local authority in all matters regarding the relations between the State, on the one hand, and Sikar, Uniara and Khetri etc., on the other. He was, by Lord Hastings' policy of non-intervention, denied direct access to the records of the State, and so was forced to form his own conclusions from hearsay or from the complaints and reports of the Thikanedars themselves. He was naturally hostile to Jhutharam's authority in Jaipur and was inclined to regard any general assertion of the State's prerogative with suspicion, so long as the power behind that prerogative was wielded by Jhutharam. To quote his own words when writing of Uniara to the Political Agent, Captain Stewart, on the 14th of November, 1822: "Experience has proved the utility and necessity of availing ourselves of every fair occasion to subvert the baneful influence of Jhutharam and his Party, and it cannot but be just to prevent its introduction into this petty Dependency".

74. Moreover, he was pledged by his own Settlement to maintain "the ancient customs of the Raj"; and what more reliable indication of that ancient custom could be found than was provided by parwanas of the Mogul Emperor written, as he thought, a hundred years before. Amid all the confusion of these early times, British Officials, with scant, understanding of the indigenous land-systems, were struggling to find some principle to guide them to a settlement of rights. It was inevitable, therefore, that they should cling to ancient usage; and here was ancient usage in documentary form. The two Mogul parwanas seemed to provide conclusive evidence not only of the Rao Raja's ancient heritage but of its recognition as an ancient heritage a century before. They indicated Sikar's former enjoyment of the highest form of land-tenure known to the Moguls (the Altamgha grant). The holders had been absolutely exempt from "all fiscal exactions and imperial dues". There was to be no renewal of their grant; and they were to enjoy it free of every kind of tax, levy and customary service. Even in his application of 1804 A. D. Sikar's Agent had claimed exemption from all outside interference. This being so, it is

hardly matter for surprise that Ochterlony's determination to implement to the full his Articles of Agreement in the Maharaja's favour was somewhat shaken when he had to deal with Sikar. It is no wonder that he comments on the strange circumstance that these remarkable documents were not produced at the time of the Treaty.

75. Unfortunately for the Maharaja's prerogative, the Thikana's insistence on the "customary" non-interference by the State in their affairs fitted in with the British policy of restricting Jhutharam's sphere of influence. We have ample evidence of this policy in the records of the period, not only in relation to Sikar but in relation to Khetri and Uniara also. The Thikanedars' tales of original conquest, of their former political independence and of their customary right to manage their own affairs found a sympathetic audience among the early British representatives, and, in spite of the clear orders from the Government of India in Khetri's case (see Panchpana Singhana report para. 80) declaring that Thikana to be an integral portion of the Maharaja's dominions, the claim of the Thikanas of Shekhawati to internal autonomy was steadily maintained.

76. After Ochterlony's death in 1825 his Articles of Agreement were soon forgotten. Meanwhile Tod's famous Annals of Rajasthan were published in their final form (1829 to 1832) and were at once accepted by British Officials as authoritative. Tod had been led to believe that the independence of the Thakurs of Shekhawati during the Time of Trouble, to which he could personally testify at the time (1813-15) when his Annals of Amber were being written, was justified by their past history. He maintained that they had won their lands by conquest, that they formed an independent political confederation, and that their relations with the Jaipur Darbar had been defined by "Treaties", which conferred upon them internal autonomy, exempted them from all regular service to the State and placed them under no obligation of any kind to the Maharaja of Jaipur, except in regard to their payment of a fixed and stipulated tribute.

77. All this was at once accepted by the officers of the Rajputana Agency as a final pronouncement upon the political relations between the Jaipur Darbar and its Shekhawati Thikanas. The claim of these Thikanedars

to internal autonomy was never seriously questioned till after the Mutiny, and even since 1857 A D it has only been slowly recognized that such a claim is practicably unworkable The result has been a curious anomaly Thikanas, which were created by the Jaipur State only some 80 years before the Treaty of 1818 have succeeded in asserting far greater independence and in arrogating to themselves far wider powers *vis-a-vis* their own Darbar than have ever been conceded to the leading nobles of the Mewar State Yet the Umraos of Mewar are of far greater antiquity than Sikar and the Sadarni Thakurs, they made themselves equally independent of their Ruler's authority in the Time of Trouble and were subjected once more to his authority by means of a document precisely similar in character and purport with that which Ochterlony imposed upon the Thakurs of Jaipur

78 No one in our opinion who makes a careful and dispassionate study of the local history of the Jaipur State can fail to be convinced that the present independence of the present Shekhawati Thikanas and their pretensions to a political jurisdiction distinct from that of the Jaipur Darbar, are primarily due to the mistaken estimate of their history and status which developed during the Long Minority between 1818 and 1851 A D In 1839 the Agent to the Governor-General in Rajputana wrote The Sikar Government, like that of Khetri, acts independently of Jyepoor and ought to be allowed to do so so far as we are concerned always when it performs its obligations to Jyepoor and other States ' (Despatch of the 14th of January 1839, from Col Alves) In 1840 the next Agent to the Governor-General wrote ' It appears to me very probable that Jeypoore stands towards these petty States in the very same position in which, as the paramount power in India we stand towards Jeypoor itself " *In other words, Sikar was held to be* in subordinate tributary alliance with Jaipur The same view was, for all practical purposes propounded by Col Brooke, the Political Agent, when, in 1868 he classed Sikar as an Allodial Estate ' in origin independent of Jaipur and historically ' anterior and exterior to the monarchy ' Finally, we have the verdict of no less an authority than Sir Alfred Lyall ' There are other minor chiefs of a similar class in different parts of Rajputana who claim some kind of privileged status and separate jurisdiction under the ruling power of the State within which their lands are included This claim is usually by virtue of having descended from a distant stock or of having originally conquered

and maintained their lands without aid or commission from the State's ruler but on their own score and venture, they nevertheless pay tribute to the State's Chief and are subject to his general authority Such are the Chiefs of Sikar in Jaipur" (Rajputana Gazetteer of 1879, I pp 55-56) Thikanas of this class were held by Lyall to be ' coparceners with the rulers in their right to dominion over the soil and to the fruits of it" (I bid I pp 60 and 92), and this authoritative opinion — which is quoted in the Sixth Edition (1931) of the Government of India's published *List of Ruling Princes, Chiefs and Leading Personages* in Rajputana and Ajmer — may be taken as the accepted official view upon the subject at the present time

79 Our own conclusion in the matter is a very different one We have proved, as a fact of local history which cannot be gainsaid, that Sikar was originally established as a permanent lessee and executive officer in a tract of country round Fatehpur which Maharaja Sawai Jaisingh took over from the Mogul Government between 1730 and 1740 A D From the earliest date (1707 A. D) of which we have any record, the Sikar family were servants of the Maharaja of Jaipur, holding a *jagir* from him which rendered them liable to regular service to the State This *jagir* or assignment soon took the form of a regular deduction of Rs 100 per day from the assessment on the family Ijaras — and these, Ijaras soon developed into a form of permanent, heritable and partible but inalienable property This was the long established usage at the end of the 18th century

80 During the Time of Trouble Sikar effectively asserted his independence of Jaipur and successfully maintained that position by force and fraud Thakur Lachhmansingh's imposition upon Lord Lake in 1804 A D led Ochterlony to refrain from enforcing his Settlement of 1818, with the result that Sikar has ever since, succeeded in retaining his independence of Jaipur The present Rao Raja has his own Contingent Force and Police, his own Criminal and Civil Courts, his own Customs and Excise He enjoys every attribute of sovereignty which appertains to the Ruler of Jaipur himself, and pays a fixed 'tribute' to Jaipur just as Jaipur pays a fixed tribute to the Government of India Nevertheless we find ourselves driven to conclude that nothing that has happened since

to internal autonomy was never seriously questioned till after the Mutiny, and even since 1857 A D it has only been slowly recognized that such a claim is practicably unworkable The result has been a curious anomaly Thikanas, which were created by the Jaipur State only some 80 years before the Treaty of 1818, have succeeded in asserting far greater independence and in arrogating to themselves far wider powers *vis-a vis* their own Darbar than have ever been conceded to the leading nobles of the Mewar State Yet the Umraos of Mewar are of far greater antiquity than Sikar and the Sidani Thakurs, they made themselves equally independent of their Ruler's authority in the Time of Trouble and were subjected once more to his authority by means of a document precisely similar in character and purport with that which Ochterlony imposed upon the Thakurs of Jaipur

78 No one in our opinion who makes a careful and dispassionate study of the local history of the Jaipur State can fail to be convinced that the present independence of the present Shekhawati Thikanas and their pretensions to a political jurisdiction distinct from that of the Jaipur Darbar, are primarily due to the mistaken estimate of their history and status which developed during the Long Minority between 1818 and 1851 A D In 1839 the Agent to the Governor-General in Rajputana wrote "The Sikar Government, like that of Khetri, acts independently of Jyepoor and ought to be allowed to do so so far as we are concerned always, when it performs its obligations to Jyepoor and other States" (Despatch of the 14th of January 1839 from Col Alves) In 1840 the next Agent to the Governor-General wrote It appears to me very probable that Jeypoore stands towards these petty States in the very same position in which, as the paramount power in India we stand towards Jeypoor itself" In other words, Sikar was held to be in subordinate tributary alliance with Jaipur The same view was, for all practical purposes, propounded by Col Brooke the Political Agent, when in 1868 he classed Sikar as an Allodial Estate', in origin independent of Jaipur and historically anterior and exterior to the monarchy Finally, we have the verdict of no less an authority than Sir Alfred Lyall There are other minor chiefs of a similar class in different parts of Rajputana who claim some kind of privileged status and separate jurisdiction under the ruling power of the State within which their lands are included This claim is usually by virtue of having descended from a distant stock or of having originally conquered

what revision would now be justified A reference to Appendix U will show that the present net revenue assessment of Sikar is Rs 42,459-11-6, but that the old net figure of Rs 39,394-8-6, assessed upon the Estate in 1800 A D, can still be found by excluding the demand for 11 Khandela villages, granted in 1827 A D, and by omitting items 3, 19, 20 and 21 from the account

	Rs
Net Assessment of 1800 A D	39,394-8-6
Add for 11 Khandela villages granted in 1827 A D	4,001-0-0
Add for *Bhent Shaji* (item 3)	53-0-0
Total	43,448-8-6

Deducting Rs 50 for Temple *Bhent* (item 19), Rs 354 for Temple *Bhog* (item 20) and Rs 584-13-0 for payment in *hali*, or current coin, (item 21) — a total deduction of Rs 988-13-0 — we obtain the present net assessment of Rs 42,459-11-6 It is thus apparent that we are still, in the main, concerned with the old net figure of Rs 39,394 8-6, to which Lord Lake and Sir David Ochterlony gave their sanction more than a hundred years ago

82 Are we justified in suggesting any modification of this old customary figure? Ancient usage and prolonged prescription can be quoted in its support, but these are of no avail when that usage and prescription have a tainted source and can be proved to be the product of deliberate fraud It is by no means our intention to take what Ochterlony would have called a 'vindictive retrospect" and to press for special penalties against the Rao Raja now, because his great-grandfather was guilty of malpractices But we do maintain that something should be done to redress the balance between the Rao Raja of Sikar and the Maharaja of Jaipur, and that the numerous deductions from the old account should be subjected to scrutiny, from which they have hitherto been totally exempt owing to the belief that the net assessment of the Thikana had been permanently fixed It is so patent that Lake's and Ochterlony's orders, fixing the net assessment at Rs 39,394, were obtained by the grossest misrepresentation that no reasonable person can complain if we treat those orders as invalid and proceed to examine on their merits the detailed figures that lead up to that assessment

83 We would only like to notice at this point the confirmation of our arguments in the Panchpana-Singhana and Patan cases provided by the proof in this case of calculated dishonesty If Sikar's assessment in 1804 was not a fixed assessment and had no "tributary" character — as is shown by the Thakur's elaborate efforts to attach such a fixity and such a character to his annual revenue payments — we may safely assume that the far weaker Thakurs of Patan and Panchpana-Singhana were in a like predicament We shall never know how far Sikar's successful fraud influenced Lake's and Ochterlony's estimate of the status of the other outlying Jaipur Thikanas, but we may well believe that the effect was quite considerable Just as Thakur Lachhmansingh became a "Rao Raja' before Lake in January, 1804, (7 years before he really secured that title) so also Thakur Abhaisingh of Khetri had blossomed forth as a "Raja' (see Aitchison's *Treaties* III p 103) in the eyes of the British Commander-in-Chief ten years prior to his receipt of that title from the Maharaja of Jaipur (see Babu App E) This repetition, within a few weeks of the same deceit by both Sikar and Khetri seems to us significant It gives indirect support to our belief that, owing to their inexperience the British Officials in the early 19th century could not cope with the twisted truths and historical inexactitudes which were so plentifully provided There was no harm in this when British interests were alone affected but when they held a position of trust on behalf of the infant Maharaja of Jaipur as was the case during the Long Minority, the case was different and their decisions cannot, even at this distance of time be treated as sacrosanct when it can be proved that they were *ex parte* decisions, based upon the deliberate artifices of an interested petitioner The descendants of these self-styled Rajas in the days of Lake now point triumphantly to every chance employment by local Officers in the early British correspondence of terms and phrases such as "Petty State', "tribute' "Independent Ruler', "Chiefship and the like and would treat these as so many solemn pledges from the Paramount Power The high British Official of those days was we believe magnificently honest but he was also very easily deceived, and we have no hesitation therefore in preferring to rely, for our reconstruction of the status of the local Thikanedars at that time upon the contemporary records of the State and orders of the Government of India rather than upon the loose terminology of local British officers who were newcomers to this part of the country

84. Even when formal pledges were given by British officers to one party at the expense of another, we would unhesitatingly reject them as invalid where there is proof that such pledges lacked authority on the one part, and were obtained by deliberate misrepresentation, on the other. Such a fraudulent basis and lack of authority undoubtedly attach to the sanctions given by Lake and Ochterlony to Sikar's claim to a Permanent Settlement at Rs. 39,391 for his whole Estate. Lake and Ochterlony had no power to sanction a Permanent Settlement of Sikar at the expense of the Maharaja of Jaipur. Lord Lake had, only a month before he issued his order in Sikar's favour, negotiated the treaty of the 12th of December, 1803, in which the H. E. I. C. pledged itself "not to interfere in the government of the country now possessed by Maharajadhiraj". Ochterlony, when in 1819 and 1821 he confirmed Lord Lake's order, was pledged to respect the prerogative of the infant Ruler, and his decision, however authoritative during the Minority period, cannot now be regarded as limiting the discretion of all subsequent Maharajas of the State. We conclude, therefore, that we are in no way bound to respect the obviously mistaken orders of these early administrators, and we proceed accordingly to examine the detail which leads up to the present net assessment of the Sikar Estate, without reference to the discredited efforts of that Thikana to secure for itself a Permanent Revenue Settlement.

85. Our criticisms of detail in the Sikar Assessment account rest upon two main grounds. We would here, as in Panchpana-Singhana, challenge the deductions for regular service at the Capital, which still continue to be made in that account, although no such service is rendered and no obligation for such service is admitted. We would also challenge the continuance of State grants for the benefit of persons whose families have either disappeared or been excluded from the benefit of such grants by Sikar's own activities.

86. In the latter category we include item No. 12 in the Sikar account. This is a deduction of Rs 2,000 *per annum* on account of "Hanotsingh killed in Battle with Bharench". Murtaz Ali Khan Bharench was one of Najaf Khan's leaders who, in the eighties of the 18th century, made an expiring effort to restore the Mogul authority in Jaipur. A battle took

place of Khatu in 1779 A D in which Hanotsingh, the Thakur of Balara, was killed, and, in recognition of this sacrifice of his life in the service *of the State, Maharaja Pratapsingh conferred on his family* a remission of Rs 2,000 *per annum* from the Balara assessment Hanotsingh left only an infant to succeed him, and taking advantage of this circumstance and of the utter confusion in the State which resulted from the Maratha victories at Patan and Merta in 1790 A D at the beginning of the Time *of Trouble, Debisingh of Sikar in the same year drove out his Balara* relatives and appropriated their Thikana During the last few years of his reign Maharaja Pratapsingh was unable to control his outlying Thikanedars, and Lachhmansingh of Sikar was able to insist from 1798 to 1803 A D on the State's acceptance in his favour of the deduction given to Hanotsingh's family in Balara, in spite of the fact that Debisingh had driven them away

87 The continuance of this deduction cannot be justified Sikar's representative argued before us that the Balara Thakurs were ousted by the Sikar family with the assistance of the Jaipur State, and that, as the deduction on Hanotsingh's account had been allowed ever since, it must be assumed that the State accepted this arrangement When asked for his authority for the statement that Jaipur helped in ousting the Balara Thakurs, he referred us to Lockett's Journal But this authority does not assist him As Sikar's representative is well aware, the circumstances in which the Thakurs of Balara were ousted were fully investigated by Col Alves the Agent to the Governor-General, in 1835 He examined Lockett's account, and observed that "it was impossible for him (Lockett) to call impartial witnesses to establish or controvert any information of importance connected with the state of parties in the country" Col Alves writes "I questioned Rawal Bairisal *on the subject*, and he said that the lands had been attached without sufficient cause The Chief of Sikar took advantage of an invasion of the Jeypoor territory by Raejee Patel, a Musahib of Sindia's, and by the Macheri (Alwar) Chief, Rao Pertabsingh, to sequestrate Balara" This view was accepted by the Government of India, who forced Sikar to make provision for the descendants of the Balara Thakurs in what is now known as the Shyamgarh Thikana — a provision which was made, it may be noted, at the expense of Khandela

(to which the Shyamgarh villages formerly belonged) and involved no reduction of the estates in which Sikar was confirmed by the Treaty and Settlement of 1818 A D

88 As to the contention that the State has by "usage" concurred in Sikar's claim to this deduction, we need only repeat that all criticism of this, as of every other, deduction from the Sikar account, has been barred since 1804 A D by Lord Lake's order, according sanction to Sikar's net payment of Rs 39,304 for his whole Estate The Jaipur Darbar has had no option in the matter of accepting or rejecting the detail of Sikar's assessment, and its acquiescence in a Mamla which the British Officers confirmed has, therefore, been of a purely negative character In the circumstances stated we have no hesitation whatsoever in recommending that item No 12 — a deduction in Sikar's favour of Rs 2,000 *per annum* on account of Hanotsingh of Balara — be excluded from future calculations of the Rao Raja's net assessment.

89 The deduction in item No 13 in the Sikar account, of Rs 1,000 on account of Gopalsingh Ugrawat, is very similar in character to the deduction on account of Hanotsingh Gopalsingh was a Mushahib (Agent) of Naharsingh, the Thakur of Balara He was also serving the State on a cash remuneration (S 177A) The balance of his remuneration was settled by deduction from the Ijara assessment for the Balara Thikana, to which Gopalsingh belonged (S 179) A deduction of Rs 1,000 was being allowed on this account (or, if we accept Sikar's version, on account of Gopalsingh's death when fighting for the Darbar) at the time when Debisingh of Sikar seized Balara, and, in consequence, Debisingh and his son Lachhmansingh claimed the benefit of this deduction although Gopalsingh was dead and there is no evidence of his having left any family to whom the benefit of the concession was transmitted It is admitted by Sikar's representative that Gopalsingh belonged to the Balara Thikana and that nothing is known of his family now No justification exists, therefore, for the continued appropriation by Sikar of a concession given by the State to a separate Thikana for a purpose which is no longer fulfilled The deduction has been for more than 140 years, wholly without consideration, and has continued merely because the belief in a permanent settlement of Sikar's net assessment precluded any discussion of detail We, therefore, recommend that

item No 13 being a deduction from Sikar's present account of Rs 1,000 on account of Gopalsingh of Balara be excluded from future calculations of the Rao Raja's net assessment

90 We would next consider items No 6 and No 7 in the Sikar account (App U) These items of Rs 26 000 and Rs 16 000 respectively were of course, originally the *rozina*, or daily allowance, given to Sheo Singh of Sikar and his descendants as a *jagir* deduction in return for their regular service with the Maharaja of Jaipur They have been referred to already in sufficient detail in paragraphs 44 to 48 above while their entry as mere subsistence allowances, in the accounts prepared in 1798 A D has been noticed in paragraph 51 above Since the liability to regular service at the Capital was revived for all Jagirdars by Ochterlony's Articles of Agreement (which were signed by Lachhmansingh of Sikar on the 21st of June, 1818 A D) it follows that either that regular service should have been rendered or the cash deductions on account of that service should have been relinquished Sikar however on the strength no doubt, of his old sanad and Lake's order of 1804 succeeded in disclaiming all liability to regular service and at the same time in retaining the old service allowances totalling Rs 42 000 We may be certain that the State did not willingly acquiesce in these huge deductions which were equal to the whole net Revenue assessment of the Sikar Estate But it was unable to reject them Now that we know how Sikar succeeded in evading at that time its legitimate obligations to the State we would be justified in recommending that the whole deduction of Rs 42 000 be withdrawn But in view of the length of time that has elapsed since this evasion first took place we would be inclined here as in the Panchpana Singhana case to recommend a compromise in the Thikana's favour We would suggest that as an act of grace the deduction of Rs 26 000 proper to the Sikar Thikana be allowed to stand but that the deduction of Rs 16 000 which appertains to the old Balara Thikana be withdrawn It would be altogether absurd to allow Sikar to continue to enjoy without consideration of any kind allowances which were conferred by the State upon *members of a family who have been expelled from Sikar by* the ancestors of the present holder Even if we were to treat this deduction of Rs 16 000 for Balara as having been at first for service but later (since 1798 A D) for subsistence — a point in Sikar's argument which in fact we do not accept — nevertheless the withdrawal of this deduction would be

fully warranted It would be impossible to justify Sikar's appropriation of any grant conferred by the State upon the separate Thikanedars of Balara whom Sikar has expelled For these reasons, therefore, we have no hesitation in recommending the withdrawal of the deduction of Rs 16,000 which forms item No 7 in the Sikar account

91 Finally, as in the Panchpana-Singhana case, we would cancel the *Bhayan sarishta* deduction of Rs 10,800 in item No 9 This has already been referred to in paragraph 48 above No service of any kind is rendered to the State in return for this deduction — the continuation of which cannot, therefore, be justified in any way Sikar's representative argues that since Major Thoresby maintained the *Bhayan sarishta* allowance in Khetri's favour, this parallel allowance in Sikar's favour should also be continued But, as we have pointed out in the Panchpana-Singhana report, Major Thoresby's order was passed on a subsidiary issue, without reference to the full circumstances of the case — and it was, moreover, passed during a Minority period and cannot, therefore, be treated as permanently binding upon all successive Maharajas of Jaipur Accordingly, we would cancel the deduction of Rs 10,800 in the Sikar assessment account, just as we have recommended the withdrawal of the similar *Bhayan sarishta* deductions from the Panchpana assessment also

92 There are other doubtful items in Appendix U It appears, for example, that the deduction of Rs 3,000 on account of the villages of Taharpur and Mundhana was originally allowed only because these villages had passed at one time out of Sikar's possession When Sikar regained possession, the assessment should have been reimposed — but this was never done Again item No 11 is open to question When the Fatehpur Pattis and Parganah were partitioned between the Sikar and Balara families about 1760 A D the latter received less than their proper share of the partitioned territory As compensation for this inequality in partition, a sum of Rs 7,000 was deducted from the Balara assessment under the orders of the State When the Sikar branch expelled their relatives from Balara in 1790 A D and appropriated the whole estate, the allowance for inequality in the partition should have been withdrawn But again this was not done These, however, were concessions which have not the same degree of manifest

item No 13, being a deduction from Sikar's present account of Rs 1 000 on account of Gopalsingh of Balara be excluded from future calculations of the Rao Raja's net assessment

90 We would next consider items No 6 and No 7 in the Sikar account (App U) These items of Rs 26 000 and Rs 16,000 respectively were of course, originally the *rozina*, or daily allowance given to Sheosingh of Sikar and his descendants as a *jagir* deduction in return for their regular service with the Maharaja of Jaipur They have been referred to already in sufficient detail in paragraphs 44 to 48 above while their entry as mere subsistence allowances, in the accounts prepared in 1798 A D has been noticed in paragraph 51 above Since the liability to regular service at the Capital was revived for all Jagirdars by Ochterlony's Articles of Agreement (which were signed by Lachhmansingh of Sikar on the 21st of June 1818 A D) it follows that either that regular service should have been rendered or the cash deductions on account of that service should have been relinquished Sikar however on the strength no doubt, of his old sanads and Lake's order of 1804 succeeded in disclaiming all liability to regular service and at the same time in retaining the old service allowances totalling Rs 42 000 We may be certain that the State did not willingly acquiesce in these huge deductions which were equal to the whole net Revenue assessment of the Sikar State But it was unable to reject them Now that we know how Sikar succeeded in evading at that time its legitimate obligation to the State we would be justified in recommending that the whole deduction of Rs 42 000 be withdrawn But in view of the length of time that has elapsed since this evasion first took place we would be inclined here as in the Panchpana Singhana case to recommend a compromise in the Thikanedar's favour We would suggest that as an act of grace the deduction of Rs 26 000 proper to the Sikar Thikana be allowed to stand but that the deduction of Rs 16 000 which appertain to the old Balara Thikana be withdrawn It would be altogether absurd to allow Sikar to continue to enjoy without consideration of any kind allowances which were conferred by the State upon members of a family who have been expelled from Sikar by the ancestors of the present holder Even if we were to treat this deduction of Rs 16 000 for Balara as having been at first for service but later (since 1798 A D) for subsistence — a point in Sikar's argument which in fact we do not accept — nevertheless the withdrawal of this deduction would be

place in the Jaipur State in favour of Sikar and in view of His Highness the Maharaja's sovereign claim the Rao Raja of Sikar cannot, with any show of validity, assert an inherent right to the mineral products of the territory he holds on a subordinate tenure from Jaipur

95 The preceding argument turns upon the question of sovereign right in Sikar Sikar has attempted to show that, by virtue of an ancient traditional (but we must add unsubstantiated) claim of the Shekhawats upon Fatehpur and by virtue of his appropriation of Kasli (which was at one time held by his remote ancestors but which had for many generations passed into the possession of a separate branch of his family), he still enjoys at least a *partial* sovereignty which originated long before these territories came under the Jaipur State, and that this semi sovereignty is, therefore, independent of the sovereignty of the Maharaja of Jaipur We hold, however that in origin the Thikana of Sikar is as a territorial unit, completely and absolutely a creation of the Jaipur State during and subsequent to the time of Maharaja Sawai Jaisingh either by specific grant or by concession In 1717 A D Sheosingh, the son of Daulatsingh, was no more than a landholder (Zamindar) of Mauza Sikar in the Khandela Parganah and an employee of the Jaipur Darbar (S 1—K) From that position the family rose to exclusive possession of the Fatehpur Pattis and Parganah in 1751 A D They also acquired Ringas Kasli and part of Khandela, and in the end one of the two Thikanas into which the Estate had meanwhile split up was overpowered by the other The extension of Sikar's authority over a part of Khandela (1777-87 A D) and over Kasli (1784 A D) and their appropriation of the Balara Thikana (1790 A D) were no doubt, acts of sheer aggression But those acts did not, and could not confer upon Sikar a sovereign right In the first place, in every case after his successful aggression Sikar sought recognition from the Jaipur State accepting the Ijara or Mamla assessment for Kasli (S 178) and Khandela (after contributing a suitable peshkash or nazarana) and continuing to pay the old Ijara assessment for Balara (S 188) In the second place, any claims to semi sovereignty, which Sikar might have put forward by virtue of his practical independence during the Time of Trouble, were negatived by the British Treaty and Settlement of 1818 Absolute Rulership was then declared in favour of the Maharaja of Jaipur in accordance

with long established usage, Sikar's most recent usurpation in Khandela was resumed, and he was brought into "proper relations of subordination" to Jaipur

96 We hold therefore, that Sikar's claim to an inherent sovereignty or semi-sovereignty based upon the historical circumstances which attended the rise of his Thikana, is wholly without foundation His Highness the Maharaja enjoys full sovereignty over the Sikar Thikana, — and Sikar can claim only such exercise of sovereign or semi sovereign powers as are his by delegation from the Maharaja Applying this view to the question of mineral rights, a ready solution of the problem can be found Very little is known about the mineral resources of Sikar A brief note in this connection by Dr W Chowdhry, the State Geologist, shows that he has "no information regarding the existence of any 'major" minerals in the Thikana' Subsequent investigation may disclose them Meanwhile the moment is appropriate for a declaration of the State's right in regard to all 'major' minerals since the Thikana cannot have as yet acquired any claim to consideration by reason of its prescriptive use of them

97 For 'minor' minerals the position is different Some light is thrown upon it by a Political Officers' Conference in 1916, in which it was held that in Jaipur, "the more important and old established Thikanas do actually enjoy the entire profit from stone quarried within their estates, but the Durbar claims the right in theory" This in our opinion, precisely defines the position in Sikar at the present time The Maharaja enjoys a sovereign right in regard to all minerals, both major' and "minor", but, in practice, all profits from 'minor" minerals are enjoyed by the Thikana We therefore support Mr Wills' proposal in paragraph 238 of his printed report that as a special concession, the prescriptive claim of the Sikar Thikana to all 'minor" minerals be allowed — with a reservation to the State of a right to extract free of charge for a public purpose any of the "minor' minerals included in the quarrying rights of the Thikana

98 The right of leasing the extraction of such "minor" minerals should rest with the Rao Raja, provided he limits the lease at each

contract to a period which shall not, except with the previous approval of the State, exceed twelve months This proviso will be needed to enable the State to exercise after due notice the right reserved to it of utilizing any particular quarry, free of charge for a public purpose In connection with the settlement above proposed the existing distinction may be accepted between Major minerals under mining rights and minor minerals under quarrying rights as defined in the State Council's Resolution No 5, dated the 19th of October 1926

PART XI — CUSTOMS RIGHTS

99 The allocation of Customs rights in Sikar again turns upon the question of sovereignty, and the same argument as that employed in the case of mineral rights discloses the fundamental principle The word 'Customs' is often loosely employed For the purpose of the present discussion we may define it as a tax on goods passing from one political jurisdiction to another If Sikar enjoyed a political jurisdiction separate from, and independent of, that of the Maharaja of Jaipur, then his claim to levy Customs would be valid But we have shown that Sikar is politically an integral part of the Jaipur State The Rao Raja has, therefore no right to levy customs duty, properly so called, except under authority from the State

100 Sikar in his Written Statement admits that the right to Customs is a sovereign prerogative but he urges that sovereignty is divisible, and that just as it is divided between the Government of India and the Indian States so within the Jaipur State it is divided between the Maharaja and the Thikanas of Shekhawati Ultimately, therefore Sikar bases his claim to Customs on his contention that he is an ancient Hindu Raja, or 'Zamindar', with a political jurisdiction independent of that of the Maharaja This is the fundamental point of disagreement between the State and the Thikana We have examined the origin and development of the Thikana in the earlier part of this report and have satisfied ourselves that it was wholly a creation of the Jaipur Durbar either by grant or by concession, during the 18th century It follows inevitably from this conclusion that sovereignty in Sikar rests exclusively with the Maharaja of Jaipur The

levy of Customs, on goods passing to and fro between Sikar and areas outside the Jaipur State, is, therefore, exclusively His Highness's prerogative

101 We may now summarize the history of the taxation of trade in Sikar, so far as we can gather it from the records before us When Maharaja Sawai Jaisingh brought under his political control the territory now known as Shekhawati the modern idea of a Customs duty, levied exclusively on the external boundary of the State had not been locally evolved All that was known in those days was a system of transit dues *(rahdari)* supplemented by a tax on sales *(mapa)*, levied separately in almost every administrative subdivision Nor was there any State organization for the collection of these levies They were farmed out sometimes to the agent who contracted for the collection of the land revenue, sometimes to independent contractors

102 In the case of Sikar there is nothing to indicate that his general revenue farms (the original istimrar Ijaras for the Fatehpur Pattis and Parganah) included the farm of the Rahdari On the contrary, the very paper of 1735 A D (S 58) quoted by the Thikana in support of its claim to 'Customs', shows that in that year the Rahdari in $3\frac{1}{2}$ of the 4 Fatehpur Pattis was given by the Durbar *separately* to the revenue Ijaredars Sheosingh Shekhawat and Gumansingh Lakhani, while a half share of the Rahdari in Patti Katrathal was kept in reserve *(amanat)* for subsequent disposal by the State Another document of 1740 A D (S 93) also indicates that the collection of the revenue from Transit dues *(hasil rahdari)* for that year was in the hands of a separate agent Ghasiram Purohit Moreover the documents (S 50 & S 84) which originally conferred the istimrar Ijaras and zamindari of the Fatehpur Pattis and Parganah upon Sheosingh and Gumansingh in 1734 A D, and upon Sheosingh and Ramsingh in 1739 A D respectively make no specific reference to Rahdari At the same time it is highly probable that the Sikar Ijaredars did secure control of the Rahdari in their Thikana from a very early date, and it is certain that eventually during the Time of Trouble (1790 1818 A D) they were exercising that control quite independently of the Jaipur Durbar

103 This was the condition of affairs when Sir David Ochterlony came to Jaipur in 1818 A D The question of the Maharaja's prerogative in regard to Rahdari then arose, and, in accordance with the precedent set by Capt Tod in Udaipur, *it was decided to revive the former authority of* the Maharaja The following clause (No 7) was, therefore, inserted in the Articles of Agreement, which were signed by the Thakurs of the Jaipur State on the 21st June, 1818 —

' 7 Of old the duty levied on merchandise *(rusum i rahdari)* is the right of the Durbar — and to the Durbar it shall belong The right of zamindari *(haqq i zamindari)*, which of old belong to the Bhoomia Zamindar, shall be received by him — besides which nothing in excess shall be demanded from the Beopari ' (trader) It must be remembered that the Maharajas of Jaipur had, only two months previously, been declared to be ' Absolute Rulers of their territory and dependents according to long established usage ', and Ochterlony's deliberate purpose was to restore the Maharaja to the state which his ancestors had enjoyed This clause 7, therefore, enunciated a fundamental principle which followed directly from the recognition by the British of the sovereign rights of the Maharaja It was approved by the Government of India and was accepted by every Thakur of note in the State Writing of the Grand Durbar *of the 21st of June, in connection with the Thakurs'* acceptance of the Articles of Agreement, Ochterlony, in his despatch of the following day, observed ' Nothing was required of them (the Thakurs) but what the strictest justice and the customs of the State fully warranted I then turned to the assembled Chiefs and told them if there was any one thing in the Paper which was at variance with the ancient customs of the Raj and the prerogatives of the Maharaja I would assure them of his anxious disposition to alter them when made known and I requested they would point them out I stopped for a moment and no one offering any objection I proceeded' It is certain from this that Rahdari was held to be an ancient right of the Darbar which was withheld from Sikar by the Settlement of 1818

104 Sikar, in paragraph 35 of his Written Statement interprets the sentence the right of zamindari which of old belongs to the Zamindar Bhumia, shall be received by him in the Articles of Agreement as meaning that all the bigger Thikanas or ' Chiefships ', of the State were excluded from the operation of clause 7 This is plainly incorrect The

word "received" proves that "the right of Zamindari" was not a right of "chiefship" but merely a cash perquisite of the "Zamindar", such as the Thakur of Diggi still enjoys in the Malpura parganah. A reference to Appendix N will show that the very terms "zamindari", signifying "dues", and "zamindar" and "Bhumia", signifying the person entitled to receive those dues — which we find used in the proviso to clause 7 of the Articles of Agreement — are also those employed in connection with the 18th century grants in favour of Diggi. The parganah officers took a regular levy on trade, known locally as "bhom", a synonym for "Zamindari", and this is all that the proviso to clause 7 was intended to protect. Malcolm, on page 8 of Volume II of his "Central India" (quoted in App. M), refers to the levies on trade made by the Zamindar or Parganah Officer, in a Rajput State. There can be no doubt whatever but that on the 21st of June, 1818 Sikar admitted in full Darbar the sovereign right of Maharaja Jagatsingh to the levy of rahdari — a levy wholly distinct from the Zamindar's "haqq" or petty perquisites from trade.

105. Sikar produces a document (S. R. 74) to show that on the 29th of July 1818 Ochterlony allowed Sikar to levy rahdari on a horse in transit through his Thikana and argues that this order on a horse-dealer's complaint should be taken as overriding the formal pronouncement in a Grand Darbar five weeks earlier. The Thikana is entitled to emphasize the fact that the rahdari rights of the Darbar thus formally asserted on the 21st of June, 1818 were never subsequently enforced. But it is another matter to argue that because those rights were not enforced therefore they were never publicly proclaimed in the Articles of Agreement or publicly accepted by Rao Raja Lachhmansingh. It is evident from Ochterlony's letter of the 22nd of September 1819 and its enclosure of the 18th of that month recently received from the Government of India that he was well aware that Sikar was at that time levying "transit duties" independently of the Jaipur Darbar, and that Sikar continued to do so after the Treaty and Settlement of 1818 A. D., precisely as he had been doing during the Time of Trouble. The question is what inference are we to draw from this circumstance. Sikar's representative would have us believe that this is proof that Ochterlony's Articles of Agreement had no reference to Sikar — except in the matter of the resumption of lands usurped between

1803 and 1818 A D This, of course, is clearly wrong The reason why the 7th Article of the Agreement declaring the Durbar's right to Rahdari, was not enforced by the British, is explained in the opening sentence of paragraph 3 of the enclosure to Ochterlony's letter above mentioned Ochterlony held that "the existing Treaty would not justify any interference on the part of our Government" This is the whole explanation of the anomaly The Maharaja's *right* to Rahdari had been established by Ochterlony in June, 1818 A D But, under the British Government's interpretation of the Treaty Ochterlony was not authorized to enforce that right — and its exercise, therefore, remained in abeyance We, at the present time are concerned not with the question of whether the Thikanedars of Sikar did, or did not, enjoy the rahdari of that tract, but with the question of right to that enjoyment It is patent that by the Settlement of 1818 the right to Rahdari was reserved to the Darbar and, what is is important for our present purpose, it is patent that Rahdari was not one of the "ancient rights" in which the Thikanedars were confirmed by the Settlement of 1818 But, in the matter of Rahdari the Articles of Agreement were not enforced and were soon forgotten The outlying Thikanas continued their levies of Rahdari and Mapa as before — the officers of the Political Department steadily supporting their claim to internal autonomy

106 It was only by a slow and gradual process that the modern idea of a Customs duty on imports and exports superseded the older form of taxation on internal transit and sale in the Jaipur State The first effective introduction of a modern Customs system appears to date from the Qanun Rahdari of 1870 But this, though promulgated for the whole State was probably owing to British insistence on the autonomy of the Thikanas not made applicable to the northern Estates An artificial 'Customs' barrier was, therefore drawn across the interior of Jaipur, separating the rest of the State from the Thikanas of Shekhawati — an arrangement which continues to the present day We have been unable to trace any correspondence justifying this curious arrangement But we may be sure that it was not acceptable to the Darbar, and that nothing more was conceded to these northern Thikanas than the negative privilege of being excluded from the field within which the State's new Customs organization was to function

107 The extension of the Jaipur State railway into Shekhawati between 1916 and 1924 made a further radical alteration in the position Hitherto much of Sikar's trade had filtered in through other portions of the Jaipur State and had been subjected to the State's Customs duties But now the new railway to Jhunjhunu made it easy to bring imports direct into Sikar and the other Shekhawati Thikanas, without the payment of any State Customs duty, and strange to relate, this facility received official sanction from the State during the recent Minority Administration A Council Resolution of the 17th of July, 1925, authorized all Thikanas in Shekhawati to import goods from foreign jurisdictions without payment of State Customs duties Such goods passing by road or rail into these Thikanas through other portions of Jaipur were to be exempt from all State taxation provided the goods passed into the Thikana without breaking bulk (See App X)

108 This order which was passed in the form of a remission of transit duty was in fact, the surrender of an important State right It conferred on the Shekhawati Thikanas not only the negative privilege, which they had previously enjoyed, of exemption from control by the State's Customs' Department but also the positive privilege of enforcing a Customs Tariff of their own It should clearly under the regulations of the 11th of August, 1923, which had received the sanction of the Government of India have been referred to the Resident for his previous approval As no such reference was made the orders of the Minority Administration would seem to have been *ultra vire*

109 Sikar, of course, was greatly benefitted by this mistaken concession Under the new conditions provided by the Minority Administration the Thikana quickly developed its own Customs system in the modern sense The President of the Jaipur Council had plainly stated in 1925 that the Raja has recognized the right of the Shekhawati Thikanas to levy their own Customs Duties The old Rahdari Mapa system in Sikar, therefore quickly disappeared, and a Customs system in the modern sense has come into existence based upon the assumption that Sikar exercises, within its own territorial limits, a separate and independent Customs jurisdiction

110 We have shown that Sikar's assumption of a separate Customs jurisdiction based on a claim to the exercise of sovereign rights indepen-

dent of Jaipur is wholly without justification We conclude therefore, that His Highness the Maharaja is by virtue of his absolute rulership fully entitled to extend the Customs Cordon of the State to his territorial frontier We have also shown that Rahdari was formally declared in 1818 to be the right of the Durbar and that this declaration was accepted by Sikar as correct On the other hand, the Rao Raja has enjoyed all profits from this source for many generations and has a strong prescriptive claim to continue in that enjoyment We, therefore recommend that adequate compensation be offered by the State to Sikar for such loss of his legitimate levies upon trade as will be necessitated by an extension of the States Customs Cordon

111 We would, however make it perfectly clear that in our opinion the State's offer of compensation to Sikar, for the loss of his legitimate levies upon local trade, should not be based upon that Thikana's present income from 'Customs' The present income, has we believe been greatly inflated by the mistaken and unauthorized decision of the recent Minority Council, passed on the 17th of July, 1925 The State should give compensation, not for the loss of Customs' rights which the Thikana has *never really possessed but for the loss of Mapa and Rahdari* Any offer of compensation should therefore be calculated on the basis of the legitimate receipts by the Thikana from taxes on trade prior to July, 1925 The net average legitimate income at that time should be ascertained, and an appropriate number of years purchase applied as a multiple to this average net figure This constitutes our recommendation in regard to the third and last of the issues submitted for the consideration of this Committee

PART XII — LIST OF RECOMMENDATIONS

112 Our recommendations in regard to the three issues we have had to consider may now be briefly summarized

I We recommend a revision of the Mamla as set forth in Appendix W to this report — with an incremental scale as suggested in paragraph 93 above

II We recommend that the new Mamla be formally recognized by the State as fixed in perpetuity — the land tenure of the Rao Raja of Sikar being defined as that of an Istimrar Mamlaguzar

III We recommend the assertion of His Highness sovereign right to all "major minerals found within the limits of the Sikar Thikana

IV We recommend the recognition of the prescriptive claim of the Rao Raja of Sikar to all minor minerals found within his Estate — subject to the condition that no lease of such minor minerals be given by him for a period exceeding twelve months without the previous sanction of the Darbar

V We recommend an extension of the States Customs Cordon so as to include the whole of the Thikana of Sikar

VI We recommend the payment of compensation to the Rao Raja for the loss of any legitimate income from taxes on trade likely to result from an extension of the States Customs Cordon This compensation should be based on the average net income from legitimate taxes on trade of which the Rao Raja was in enjoyment prior to the passing of Council Resolution No 11 dated the 17th of July 192[illegible]

(Sd) C U WILLS

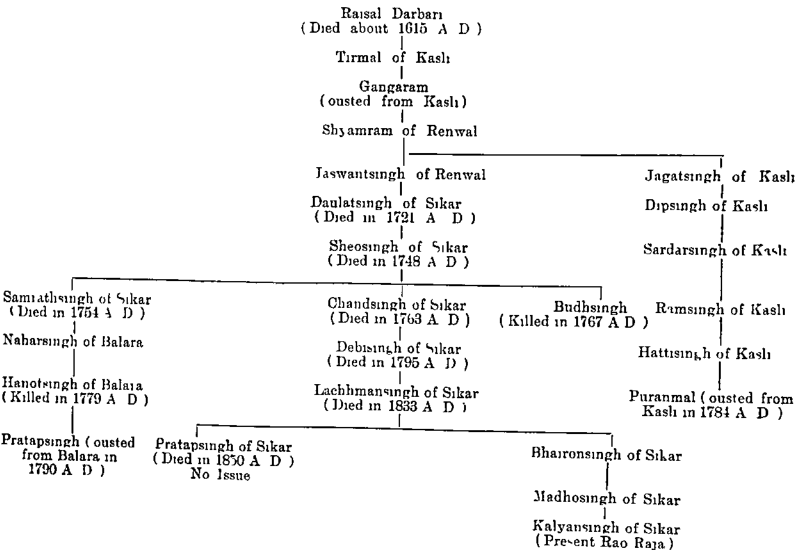
SITLA PRASAD BAJPEYI

The 23rd of March 1935 MAHINDRA PAL SINGH

APPENDICES

SIKAR APPENDIX A

GENEALOGICAL TREE OF SIKAR FAMILY



ASSESSMENT OF SIKAR (EXCLUDING BALARA) IN 1789 A D (S R 50)

Shri Ramji

Shri Dewan bachnat banam Delisingh Shekhawat ka gumashta dise atra than ke Pargana Fatehpur Patti sudhan wa Pargana Kasli sudhan mamlat sakh sadu unhalu Sambat 1846 ki ka rupia ...h ...hanti thahrya so rupiya iktalis hazar sat so asathi mafiq sadamad tafsil zail — 41 768

Pargana Fatehpur Pattyan sudhan		37 500	
Asal	37 000		
Bidhotia ka mafiq sadamad ke	500		
Pargana Kasli ka asal	4 228		
Bidhotia ka	84 9		
Mul arra	4 312 9		
Bad talqa Balara ka rupiya	44 9		
Baqi		4 268	
Sat ... giwan ka lagechhe	164		
Hal sabak Pargana ka	4 604		
Bad wasulayat mujrai mafiq sadamad rupiya satrah hazar be so banwe			17 292
Budh singh ... ... men kam ayo jumla 4000 tin ka pawe	3 600		
Mafiq Parwanah Rao Khushaliram ke patta ka khai pawe mafiq sadamad ke	10 800		
Punya mujrai	462		
(Detail omitted)			
Patelan ka mafiq sadamad rupiya 2000 kiya St 1846 son —	2 000		
Mujrai Mutsaddi	430		
(Detail omitted)			
Baqi			24 476
Bharno mafiq sadamad		7 776	
Qabz Bajwas ki ... gai ... ka		6 200	
Hal chakri Jhunjhunu kam ka men		1 000	
Hal ... marfat Bohra Bhawani Sa		9 500	

Thanki khatai jama rakh rupiya bharo
Miti Jeth Budi 9 Sambat 1846 ka
Raju daftar banam Nandlal Mutsaddi Shekhawati ka.

TRANSLATION

The Name of God.

From the Dewan to the gumashta of Debisingh Shekhawat. A sum of Rs 41768 has been fixed as the revenue assessment for the Rabi and Kharif crops of Sambat 1846 (1789 A D) as usual for the Parganah and Pattis of Fatehpur and for Parganah Kasli, as detailed below — 41768

Parganah Fatehpur including Pattis		37 600	
Original	37 000		
On account of Bidhotra (1½ %) as usual	600		
Original amount for Parganah Kasli	4 228		
Add as Bidhotra (2 %)	84-9		
	4 312 9		
Deduct for the Taluq of Balara	44 9		
Balance		4 268	
Due for villages already held	664		
Now assessed for the whole parganah	3 604		
Deduct realizations and charity amount, as usual			17 292
Budhsingh killed in Jat's battle out of Rs 4 000		3 600	
For service (patta) under Rao Khushaliram s parwanah as usual		10 800	
Charity		462	
(Detail omitted)			
For Patels as usual from Sambat 1846		2 000	
On account of Mutsaddis		430	
(Detail omitted)			
Balance			24 476
Payment in land as usual		7 776	
Receipt for forces sent to Bajwas		6 200	
Service recently rendered at Jhunjhunu		1 000	
Recently paid in cash through Bohra Bhawani Sah		9 500	

You should pay the said amount for your own peace of mind

Dated Jeth Budi 9 Sambat 1846

Entry made in office by Nandlal Muttsaddi of Shekhawati

ASSESSMENT OF SIKAR (EXCLUDING BALARA) IN 1789 A D (S R 50)

Shri Ramji

Shri Dewan bachnat binam Debisingh Shekhawat ka gumashta dise atra than ke Pargana Fatehpur Patti sudhan wa Pargana Kasli sudhan mamlat sakh sialu unhalu Sambat 1846 ki ka rupia inh bhanti thahrya so rupiya iktalis hazar sat so arsath mafiq sadamad tafsil zail — 41 768

Pargana Fatehpur Pattyan sudhan		37 500	
Asal	37 000		
Bidhotra ka mafiq sadamad ke	500		
Pargana Kasli ka asal	4 228		
Bidhotra ka	84 9		
Mukarra	4 312 9		
Bad talqa Balara ka rupiya	44 9		
Baqi		4 268	
Saliq gawan ka lagechhe	664		
Hal sabak Pargana ka	3 604		
Bad wasulayat mujra mafiq sadamad rupiya satrah hazar do so banwe			17 292
Budhsingh Jat ka rar men kam ayo, jumla 4 000 tin ka pawe	3 600		
Mafiq Parwanah Rao Khushaliram ke patta ka bhar pawe mafiq sadamad ke	10 800		
Punya mujra	462		
(Detail omitted)			
Patelan ka mafiq sadamad rupiya 2000 kiya St 1846 son ..	2 000		
Mujrai Mutsaddi	430		
(Detail omitted)			
Baqi			24 476
Bharno mafiq sadamad		7,776	
Qabz Bajwas ki jamiat gai ju ka		6 200	
Hal chal ri Jhunjhunu kani ki men		1 000	
Hal rok marfat Bohra Bhawani Sa		9 500	

Thanki khatai jama rakh rupiya bharo
Miti Jeth Budi 9 Sambat 1846 ka
Raju daftar ba ism Nandlal Mutsaddi Shekhawati ka.

TRANSLATION
The Name of God.

From the Dewan to the gumashta of Debisingh Shekhawat A sum of Rs 41768 has been fixed as the revenue assessment for the Rabi and Kharif crops of Sambat 1845 (1788 A D) as usual for the Parganah and Pattis of Fatehpur and for Parganah Kasli as detailed below — 41,768

Parganah Fatehpur including Pattis		37 500	
Original	37 000		
On account of Didhotra (1½ %) as usual	500		
Original amount for Parganah Kasli	4 228		
Add as Bidhotra (2 %)	84-9		
	4 312 9		
Deduct for the Taluq of Balara	44 9		
Balance		4 268	
Due for villages already held	664		
Now assessed for the whole parganah	3 604		
Deduct realizations and charity amount as usual			17,2[illegible]2
Budhsingh killed in Jats battle out of Rs 4 000		3 600	
For service (patti) under Rao Khushaliram s parwanah as usual		10 800	
Charity		462	
(Detail omitted)			
For Patels as usual from Sambat 1846		2 000	
On account of Mutsaddis		4[illegible]0	
(Detail omitted)			
Balance			
Payment in kind as usual		7 776	
Receipt for forces sent to Bajwas		6 2[illegible]0	
Service recently rendered at Jhunjhunu		1 [illegible]	
Recently paid in cash through Bohra Bhawani Sah		9[illegible]	

You should pay the said amount for your own peace of mind
Dated Jeth Budi 9 Sambat 1846
Entry made in office by Nandlal Muttsaddi of Shekhawati

GRANT OF IJARA ISTIMRAR FOR FATEHPUR FOUR PATTIS IN 1734 A D (S 50)

Sambat 1791 *Ram*

Mitti Kati budi 4 War Sanisarwar muqam Sawai Jaipur Likhtan qarar miti Kati budi 2 Sambat 1791 sharah likhtan Sheosingh wa Gumansingh Shekhawat atra Fatehpur ki patti char sarkar men zabat chhi so mhane zamindari bakhshi wa ijaro hasil ko mhe Sambat 1791 ka sal son liyo so rupiya sal bar sal muafiq zail dena ar gawan ko hasil wa zamindari mhane leni

Sambat 1791 ka sal ka rupiya tis hazar	30 000
Sambat 1792 ka sal ka rupiya chalis hazar	40 000
Sambat 1793 ka sal ka rupiya pachas hazar .	50 000

Aga son istimrari rupiya pachas hazar sal bar sal Darbar men dian jana

Biswa pandra Sheosingh Shekhawat ka biswa panch Gumansingh Shekhawat Ladkhani ka in muafiq biswan ke sal bar sal zamni deni sahukar ki

Patti char muafiq tafsil zail

Patti Rasulpur Patti Patoda Patti Silhot Patti Juliasar Jo ijara Ramsingh ka men gaon chha so darobast mhan ka ijara men aya so aur koi tarah ki khechal yan gawan son Darbar ki ne hoi ar zamni rupiyan ki Asoj Budi 1 ne sal bar sal diyan jasian to ijaro istimrari bhugtan ar jo zamni in miti jin sal ne dian jidhi patti khalse karaidan uzar karan nahin Miti Sadar

Matag Sheosingh vaparlo likho	Matag Gumansingh uplo
Sahi biswa pandra ka rupiya dena	likho sahi biswa
Ret ne razi rakhe	panch ka rupiya dena

TRANSLATION

Sambat 1791 (=1734 A D) The name of God

Dated Sawai Jaipur Saturday Kati Budi 4 Sambat 1791 Agreement dated Kati Budi 2 St 1791 by Sheosingh and Gumansingh Shekhawats In the four Pattis of Fatehpur, which were seized by the Darbar, we have been granted the Zamindari and we have taken the lease (Ijara) of the revenue collections with effect from Sambat 1791 and agree to pay the assessment every year as detailed below We shall make revenue collections and realise the Zamindari dues from the villages

	Rs
For Sambat 1791	30 000
For Sambat 1792	40 000
For Sambat 1793 ..	50 000

Thereafter we shall pay Rs 50 000 per annum to the Darbar as Istimrar

Sheosingh will hold a three fourths share and Gumansingh Sekhawat Ladkhani a one fourth share and we undertake to produce surety of a Sahukar every year in proportion to our shares The four Pattis are as detailed below —

Patti Rasulpur Patti Patodia Patti Silhot Patti Juliasar

Since all the villages held by Ramsingh on Ijara have come into our ijara, the Darbar will not interfere further in these villages We shall hold the ijara istimrar on condition that we produce surety for the amount every year on Asoj Budi 1

The Pattis will be made khalsa the very year in which we fail to produce surety on the date fixed, and there will be no objection on our part Dated as above

Signed by Sheosingh What is written above is correct I undertake to pay the assessment of a three-fourths share

Signed by Guman singh What is written above is correct I undertake to pay the assessment of a one fourth share The ryots will be kept satisfied

SIKAR APPENDIX D

GRANT OF IJARA ISTIMRAR FOR FATEHPUR PARGANAH IN 1739 A D (S 84)

Sambat 1796 Parwanah qarar miti Pos Budi 12 Sambat 1796 Siddh shri Maharajadhiraj Maharaja Shri Sawai Jaisinghji deva bachnat Sheosingh Shekhawat dise suprasad banchya Apranch Pargano Fatehpur lo zamindari wa ijare istimrari Sambat 1796 ka sal son talluq thanke kiyo chhe tinh maddhe bat tin ka gaon to the rakho ar bat doi ka gaon Ramsingh Shekhawat ne bant dijyo Ar Sarkar ka rupiya 60000 anke sath hazar thahrya chhe tyanki tip sal ba sal apna apna bat ki sahukar ki Sarkar men debo kijyo ar agla baras son qasbo Sarkar men rahelo ar waintha lo bandobast qarar waqei rakhjyo Rathoran wa Qayamkhanyan ko amal hoba na pawe

TRANSLATION

Sambat 1796 (=1739 A D) Parwanah dated Pos Budi 12th Sambat 1796 from Maharaja Sawai Jaisinghji to Sheosingh Shekhawat

After compliments —The Parganah of Fatehpur has been granted to you in zamindari and Ijara istimrari with effect from Sambat 1796 (=1739 A D) You should keep the villages of a three fifths share with you and give the villages of a two fifths share to Ramsingh Shekhawat An assessment of Rs 60 000 has been fixed as payable to the Darbar for which you will produce Sahukar s surety every year according to your shares The head quarters town will come under the direct management of the Darbar from the next year You must protect the town so that the Rathors and Qayamkhanis do not get possession of it

ASSESSMENT OF SIKAR (WHOLE THIKANA) IN 1794 7 A D (S 188)

Sambat 1855 Naqal Parwanah Diwani qarar miti Pos Budi 9 Sambat 1855 Shri Diwan Bachnat Ba ism Lachhmansingh Shekhawat Sikar ka gumashta dise Atra thanke Shekhawati mamlat Parganah Fatehpur Patti waghaira ki tafsil zail thahri —

Marfat Bakshi Nandram ki sambat 1851 ka Sambat 1852 ka tafsil zail —

Parganah Fatehpur Patti ka salana dar			1 10 000
Bad minha rupiya			5 000
Tahirpur Mundhana ka	3 000		
Nansu ka	2 000		
Baqi			1 05 000
Bal			69 565
Kansa Ka		42 000	
Musharin eleh	26 000		
Bilara ka	16 000		
Budhsingh jat ki rar men kam ayo tin ka rupiya 4000 maddhe		3 600	
Mafiq Parwanah Rao Khushaliram Patta sar ishta rakhe salana		10 800	
Pateli ka		2 000	
Balara Kanke zamin kam ayi tin ka		7 000	
Hanotsingh Bharench ki rar men kam ayo tin ka		2 000	
Gopalsingh Ugrawat pawe chho so		1 000	
Kamdaran ka mujra		430	
Shri Kishan	200		
Khushalirm Sah	0		
Jaigopal Bhaiya	50		
Bindraban Bhaiya	50		
Sadasukh	30		
Harkanth Mahajan		50	
Punya mujrai ka		685	
Baqi salana			35 435 0 0
Tin ka batta ka			866-0-0
Mal arra			36 301 0-0
Mukarra baras do ka			72 602 0 0
Parganah Kasli ka salana asal batta sud ihan 4 312 9 0 mukarra baras do ka			8 625-2 0

Mukarra	.	..			81 227-2-0
Bad wasul	.	..			48 613 8 6
Chakri mujra	.	.		5,000	
Rao Chatarbhuj ne diya	.			3,000	
Ek	..	..		20 000	
Ranoli ka deran	..		5 000		
Ek	...	...	8,000		
Batisi men hundi di	...		7,000		
Prohit Suratram ko ruqqo 38,798 ka men		..		20 613 8 6	
Baqi		...			32,613 9-6
Rok	12,306-13 0				
Bharno	20 306 12-6				

Hal Sambat 1853 wa Sambat 1854 ka

Parganah Fatehpur ka salana		..		1,10,000	
Bad salana	.	.		5,000	
Taharpur Mundhana ka	..	.	3 000		
Nansu ka			2,000		
Baqi	.	.		1,05 000	
Bad mujra sharah aizen		..		69 565	
Baqi salana		.		35 435	
Batta ka	.	...		866	
Mukarra	.			36 301	
Tin ka baras do ka	...	.		72,602	
Parganah Kasli ka asal batta suddhan rupiya 4 312 9 0 mukarra baras do ka				8 625 2-0	
Parganah Khandela ka gawan ka salana 3 000 mukarra baras do ka		.		6 000	
Ringas ka baras ek ka salana 2,200 mukarra baras do ka 4,400 bad pemali men mujra diya baras ek ka, 2,200 baqi				2,200	
Mukarra rupiya	.	..			89 427-2-0
Rok	44 713- 9 0				
Qist	22 356-12-6				
Bharno	22 356-12 6				

Mukarra	...	1,22,040-11-6
Bad muja tafsil zail (Detail omitted)		8 437-13-6
Baqi	..	1,13,602-14 0

* * *

(Marginal note) Parwana Dewani chalya nahin

TRANSLATION

Sambat 1855 (= 1798 A D)

Copy of a Parwanah from the Diwani Department dated Pos Budi 9 St 1855 (= 1798 A D) From the Diwan to the Agent of Lachhmansingh Shekhhawat of Sikar The Revenue has been fixed with you for the Parganah and Pattis etc of Fatehpur, in Shekhawati as detailed below —

I Through Bakhshi Nandram for Sambats 1851 and 1852 (= 1794 and 1795 A. D) as follows:—

For parganah and Pattis of Fatehpur per annum			1,10,000
Deduct ..			5 000
Taharpur Mundhana ..	3 000		
Nansu	2 000		
Balance			1,05,000
Deduct			69,565
Kansa ..		42,000	
For self (Lachhmansingh)	26,000		
For Balara	16 000		
Budhsingh killed in Jat's battle Rs 4,000 ..		3,600	
Deduct annually as "Patta sarishta" under Rao Khushali Ram's parwanah		10,800	
Pateli		2 000	
On account of less land obtained by Balara men		7,000	
Hanotsingh killed in the battle against Bharench		2,000	
Gopalsingh Ugrawat received		1,000	
Kamdars		*430*	
Shri Kishan	250		
Khushaliram Sah	50		
Jaigopal Bhaiya	50		
Bindraban Bhaiya	50		
Sadasukh	30		
Harkanth Mahajan		50	
Charity		685	
Balance, due per annum			35,435 0 0
Add batta ..			866-0 0
Total ..			36,301-0 0
Due for two years			72,602 0-0

For parganah Kasli original plus batta Rs 4 312 9 0 per annum Due for two years			8 625 2 0
Total			81 227 2 0
Realized			48 613 8 6
Service (chakri)		5 000	
Paid to Rao Chaturbhuj		3 000	
Other payments		20 000	
Paid at *Ranoli* camp	5 000		
One item (detail not given)	8 000		
Hundi given at Batisi	7 000		
Paid in connection with Prohit Suratram's letter for Rs 38 798		20 613 8 6	
Balance			32 613 9 6
Paid in cash	12 306 13 0		
Paid in kind	20 306 12 6		

II Due for Sambats 1853 and 1854 (= 1796 and 1797 A D)

For parganah Fatehpur per annum		1 10 000	
Deduct		5 000	
Taharpur Mundhana	3 000		
Nansu	2 000		
Balance		1 05 000	
Deduct as detailed above		69 565	
Balance due per annum		35 435	
Add batta		866	
Total		36 301	
Due for two years		72 602	
For parganah Kasli original plus batta Rs 4312 9 0 per annum Due for two years		8 625 2 0	
For Khandela villages Rs 3 000 per annum due for two years		6 000 0 0	
For Ringas Rs 2 200 Due for two years Rs 4 400 Deduction allowed on account of its ruined condition Rs 2 200 Balance due for one year		2 200	
Total			89 427 2 0

To be paid in cash	44 713 9 0	
To be paid by instalments	22 356-12 6	
To be paid in kind	22 356 12 6	
Grand total		1,22 040-11-6
Deduct payments as detailed below (Detail omitted)		8,437-13 6
Balance		1,13 602-14-0

* * *

(Marginal note) This Dewani Parwanah was not issued

NOTE ON SIKAR DEDUCTIONS WRITTEN ABOUT 1800 A D (S 188 A)

Shri Ramji

Yaddasht bi Lachhmansingh Shekhawat Sikar ka ko parwano ayo tin men babat zail —

Parganah Fatehpur Patti ka salina rupiya 1 10 000 me bad mandia				74 565
Minah mandia			5 000	
Tabarpur Mundhana waghaira		3 000		
(Age yeh gaon sambat 1792 ka sal men amal Ladkhanian ko chho ti the parbhara chha ab amal Debisingh ko ti the minah na chahiye Ar Sambat 1821 ko hisab huzur men huwo tin me mujra na chhe)				
Nansu ka		2 000		
(so yo gaon sambat 1799 Nawalsingh ka beta ke wa musharan eleh ke adhu adh gaon chho so khai ab yeh enhe so jyan ko amal jyan sun rupiya lena Sambat 1821 ka hisab Huzur men huwo tin men mujra na chhe)		———		
Bad mandia			69 565	
Kansa ka		42 000		
Musharan eleh	26 000			
Balahia ka	16 000			
(Age St 1821 ka hisab men in bhanti chhe) —				
Patta sighe mujra parwangi Dewan Balchand wa Rajsingh Hamirde rozina rupia 100 salina 35 400 mad dhe	26 000			
(Pahli Sheosingh chakri Darbar ki kare chho Huzur men muqarrari tab rozina rupiya 100 pawe chho so ab yeh bhare chhe)				
Naharsingh Balahra ka	10 000			
Patta sighe jumle 35 400 — 10 000				
Patta Siwai bhar leba lagia sanad nahin — 6 000				
(Jo zamin batwara the to atta hi chahe pan barai pana ko patto Debisingh ke rupiya 26 000 tin the siwai)				
Budhsingh Jat ki rar men kam ayo tin ka rupiya 4 000 maddhe	3 600			

(Khas mohar ko parwano Debisingh ke nam huwo tin men gaon 4 bahu Budhsingh Shekhawat ki ne Katrathal 1 Daulatpura 1 Silpuro 1 Gangiasar 1 So peshkash ijara ka rupiya lage chhe so the Darbar men bharbo kijio ar parwano in bhanti mujra kayyan le chhe)

Patta ka mafiq parwanah Rao Khushaliram ke rakhe silina			10 800	
(So age to patta ka chha ar pher kisi sanad kayyan mujra chhe Sambat 1831 ka sal sun rupiya jabri sun rakhe chhe)				
Pateli ka			2 000	
(Sambat 1841 men Bohra Bhawaniram diya chhe)				
Balahra kan ke zamin kam ayi tin ka			7 000	
(In bichar chhoria chha jo Debisingh jabardasti sun zamin batwara ki men kam di chhi so ab Balahra bhi yan hi ke ab kun bhant mujra le chhe)				
Hanotsingh Bharench ki rar men kam ayo tin ka			2 000	
(So daskhati Faiz dekho tin men asi jani chhe rupiya 2 000 sighe inam ke dyo so sal bar sal mandia chhe to dekho or pher ya bat jo in taliqa men yan ko amal nahin ai yeh mujra kan ka le chhe)				
Gopalsingh Ugrawat pawe chho so			1 000	
(So Balahra walan ki mamlat men ek sal dyaya chha ar chakri kare chho jab de chha Ab Balahra walan ki jai gan yan ke ar Gopalsingh mai gayo ar yeh mujra le so yan ko kain pahunche)				
Kamdar waghaira ka mujra			1 165	
Kamdar		430		
Shri Kishan Sah	250			
Khushaliram Sah	50			
Jaigopal Bhaiyya	50			
Brindaban Bhaiyya	50			
Sadasukh	30			
Harkanth Mahajan		50		
Fauja Mujrai		685		
(So age in bhanti kade hi mujra huwa na chhe ar Darbar ki sanad hui chhe ar deba jog hoi so wasil men dyo)				
Rupiya 1 10 000 maddhe chhut				74 565
Patta ka dyo to			35 400	
Bejai bat chhe			39 165	

(Note—A portion of the paper is lost and some entries are missing)

Yan siwai sina zori sun amal parbharo
Parganah Fatehpur wa Patti

Budhsingh ki bahu ko ta Katiathal men amal
Balahra ki jaigan le li
Parganah Kasli men Ta Ramsingh Shekhawat ko waghai
(Asi sun ba men ayi chhe jo ya jagan salina rupiya 50 000 ki chhe ar yan ka bara Darbar ki ghani chakri men pahunchya chha jab ya jaigan Darbar inam sighe de chhi, so inam to li nahin ar peshkash sighe jama Ijara ki riyayeti sun bandhai ar de chha ar kim paiyan chakri men hazir reh chha, ab Darbar ka bina bakhshyan amal kar hijo)
Parganah Khandela ka dabya 28 27

(List of villages omitted)

TRANSLATION

The name of God

Note on a parwanah regarding Lachhmansingh Shekhawat of Sikar as detailed below —

Out of Rs 1 10 000, the annual assessment for parganah Fatehpur and Pattis deductions amount to			74 565
Previous deductions		5 000	
Taharpur Mundhana etc	3 000		
[Previously in St 1792 these villages were held by the Ladkhanis, hence the deduction Now as they are held by Debisingh (himself) there should be no deduction When the account of St 1821 was prepared in Huzur this deduction was not made]			
Nansu	2 000		
[In St 1799 half of this village was held by the said person (Sikar family) and half by the son of Nawalsingh Now the whole village is held by him (Sikar) The amount should be realized from the person who has possession When the account was prepared in St 1821 in Huzur this deduction was not made]			
Later deductions		69 565	
Subsistence allowance (kansa)	42 000		
Aforesaid person (Lachhmansingh) 26 000			
Balahra 16 000			
(Details as given in the account of Sambat 1821)			
Out of Rs 35 400 a rozina of Rs 100, deducted on account of patta under orders of Dewan Balchand and Rajsingh Hamide 26 000			

(Previously when Sheosingh used to serve the Darbar and attended regularly on Hazur he got Rs 100 per day They deduct this amount even now)

Naharsingh of Balahra — 16 000

On account of patta out of 35 400 — 10 000

Begin to deduct in addition to patta without any sanad — 6 000

[According to share of land he is due so much (10 000) only But as Debisingh holds a patta of 20 000 on account of his being the elder hence this additional (deduction) of 6 000]

Budhsingh killed in Jat s battle out of Rs 4 000 — 3 600

[A parwanah that has mohar was issued in the name of Debisingh saying that four villages viz Katiathal Daulatpuro Sidpuro and Gangiasar have been allowed for the maintenance of Budhsingh s widow and that he (Debisingh) will continue to pay the Ijara peshkash amount of these villages to the Darbar When the parwanah is to this effect why do they deduct the amount ?]

Annually deducts for patta under Rao Khushaliram s parwanah — 10 800

[This deduction was previously made for patta It is not known under what sanad it is deducted now They deduct the amount forcibly from St 1831]

Pateh — 2 000

(Lohra Bhawaniram allowed this in Sambat 1846)

Balahra men got less land — 7 000

[The deduction was allowed in consideration of the fact that Debisingh had forcibly given them less land in partition Now that Balahra is also possessed by them (Sikar) why do they deduct this amount ?]

Hanotsingh killed in the battle against Bharench — 2 000

[Fard dastkhati issued in this connection is to be consulted It appears that a sum of Rs 2 000 was to be given as inam The fard should be consulted as to whether it was allowed for every year Moreover as Hanotsingh's descendants have no possession in the Taluqa why do they (Sikar) deduct this amount ?]

Gopalsingh Ugrawat used to get			1 000
[This amount was given (to Gopalsingh) once from Balahra mamlat He used to get this amount when he rendered service Now that the Balahra villages are held by them (Sikar) and Gopalsingh is dead what claim have they?]			
Deduction for Kamdars etc			1 165
Kamdars		430	
Shrikishan Sah	250		
Kushaliram Sah	50		
Jaigopal Bhaiyya	50		
Bindraban Bhaiyya	50		
Sadasukh	30		
Harkanth Mahajan		50	
Charity deductions		685	

[These amounts were never deducted previously in this way Only such amounts for which Darbar s sanad had been issued and are payable should be taken into account]

Remission out of Rs 1 10 000		74 565
For patta if allowed	35 400	
Objectionable	39 165	

Note—A portion of the paper is lost and some entries are missing

In addition to the abovementioned items (Sikar) has forcibly encroached upon the following directly —

A—Parganah Fatehpur Patti

(1) Got possession on the Taluqa of Budhsingh s wife in Katrathal

(2) Encroached upon Balahra land

B—Taluqa of Ramsingh Shekhawat etc in parganah Kasli

(It is heard that the parganah yields Rs 50 000 per annum When his ancestors rendered good service to the Darbar the Darbar intended to give them this parganah in inam But they did not take it as inam and got a less amount of Ijara fixed as peshkash They continued to pay the Ijara amount and rendered service when required Now they (Sikar) have got possession of it without any grant by the Darbar)

C—Encroached upon Khandela villages 28/27

(List of villages omitted)

GRANT OF IJARA ISTIMRAR FOR 11 KHANDELA VILLAGES IN 1827 A D (S 216)

Shri

Rao Raja Lachhmansingh Shekhawat dise

Musanna

Apranch Sikrai waghaira mauza 12 barah Parganah Khandela ka waghaira tafsil zail —

Parganah mazkurka mauza 11 giarah rupiya 3551 pentise ekiawan men tafsil zail —

Mauzo mazkur 1 Dhokhar 1 Hathod 1 Gudha 2 (Khurd 1, Buzurg 1) Baral 1 Sobh 1 Juratharo 1 Rajpurio 1, Palasoli 1, Buntoli 1

Mauzo Simallo taluqa Torawati ko rupiya 450 charso pachas men mauzo ek 1 So mauza mazkur ka rupiya taluqdar Torawati ka ke bhare chha so ab sakh Unhalu Sambat 1884 the Khazane mal ke bharbo kijio

Mukarra mauza barah 12 sakh Unhalu Sambat 1884 the Istimrari salana rupiya 4001 char hazar ek hali ka men kar diya chhe so hal sakh Unhalu Sambat 1884 ka rupiya 2001 Khazane mal ke bhar rasid lijeo Age ibtadai sakh Sialu Sambat 1885 the tafsil zail —

Sakh Sialu ka rupiya	2000
Sakh Unhalu rupiya do hazar ek	2001

Mukarra rupiya 4001 char hazar ek hali ka Khazane mal ke bhar rasid lebo kijeo

Parwangi Sanghi Hukamchand

Miti Pratham Asarh Sudi 14 Sal Sambat 1884

TRANSLATION

The name of God

To Rao Raja Lachhmansingh Shekhawat

Duplicate copy

Sikrai etc 12 villages of Parganah Khandela etc as detailed below — The following 11 villages of the said Parganah are given for Rs 3551 —

The said village 1, Dhokhar 1, Hathod 1 Gudha 2 (khurd 1, Buzurg 1) *Baral 1, Sobh 1 Juratharo 1, Rajpurio 1, Palasoli 1, Buntoli 1*

Mauza Simalla of Taluqa Torawati for Rs 450 — Village 1 The amount for the said village was previously paid to the Taluqdar of Torawati Now you should pay the amount to the treasury with effect from the Rabi crop of Sambat 1884 Twelve villages in all have been granted to you as Istimrar for Rs 4001 of the current year's coin with effect from the Rabi crop of Sambat 1884 (1827 A D) You should pay a sum of Rs 2001 for the present Rabi crop of Sambat 1884 to the treasury and obtain a receipt for it In future with effect from the Kharif crop of Sambat 1885, you should pay Rs 2000 for the Kharif crop and Rs 2001 for the Rabi crop — total Rs 4001 of the current year's coin — into the treasury and obtain a receipt.

Issued under order of Sanghi Hukamchand

Dated First Asarh Sudi 14, Sambat 1884 (=1827 A D)

MOGUL PARWANAH OF 1721 A D. (S R 1)

Mubarak

Tughri

(Seal of) Mir Jumla Moazzam Khan Khanan Motmid ul-mulk Bahadur Muzaffar Jung Miram Khan Khanazad Mohammad Shah Badshah Ghazi, 1131 San-i Ahad

Mutsaddiyan wa Amilan i hal wa istiqbal Subah Ajmer bidanand Parganah Fatehpur wa parganah Kansli darobast mai sayar kharij jama Subah mazkur dar wajah madad maash batariq jagir Altamgha baism Thakur Sheosingh qaum Shekhawat ba farzandan bila shirakat-i gheri ba muafi peshkash hasb uz zimn wa muafiq hukm i Jahan mutai Hazrat Ala wa digar asnadhai peshin az qadim muqarrar wa muafand Alhal ham muafiq i-hukm i huzur lame-unnoor wa digar asnadhai peshin nazar bai qadamat wa khair khwahi i an hardo parganah darobast mai dehat asli dakhli wa sayar hasb uz zimn muaf wa muqarrar farmudem, Bayad ke az fasl i kharif san 1125 fasli hardo parganah mazkur Subah mastur mutabiq guzishta paiwasta wa ba-mamul-i qadim naslan bad naslan batasarruf wa talluqi oo wa guzarand wa noe az abwab i mamnua ba-illat bhet wa nazrana wa jarimana wa zabitana waghaira misl qalangha muzahim wa mutarriz na shawand wa az kul taklifat-i-Dewani wa matalbat-i Sultani muaf wa marfu-ul qalam shumarand darin bab takid-i akid wa qadghan-i mazid danista har sal sanad wa parwancha mujaddid na talband Faqat Tahrir tarikh yaz dahum shahr ziqad san 3 Jalus-iwala Mohammad Sahi

(On the back)

Sibt numayand Mubarak Zimn

Muqabla bamujib Siaha daftaren anke —

Parganah Fatehpur Subah — yek mahal — 315 m (auza) asli dakhli

Mawaze Ringas waghaira paraganah Amarsar 3 m (auza)

Parganah Kansli Subah mazkur — yek mahal — 84 m (auza) asli wa dakhli

Muafiq-ifahrist ast Panz dahum shahr ziqad san 3 jalus-iwala naqal be daftar-i Dewan ul sadarat-ulalia berasad

TRANSLATION

His Majesty

Monogram

(Seal of) Mir Jumla Moazzam Khan Khanan Motmid ul Mulk Bahadur Muzaffarjung Miram Khan servant of Mohammad Shah Badshah Ghazi 1131 H First regnal year (= 1719 A D)

Be it known to the present and future officials (Mutsaddis and Amils) of Subah Ajmer — that the entire parganahs of Fatehpur and Kanshi of the said Subah with miscellaneous external income have been held since long under the Emperor's orders and other old sanads by Thakur Sheosingh Shekhawat by caste with his sons without a share of anybody else peshkash being remitted as mentioned in the endorsement for their maintenance by a Grant under Seal (*Altamgha Jagir*) Now also in accordance with the Emperor's orders and other old sanads these two entire parganahs with their original and subsequently established villages and miscellaneous revenue as mentioned in the endorsement have been conferred on him and made exempt from assessment in view of his old (possession) and loyalty They (the Mutsaddis and Amils) should leave the above mentioned two parganahs of the said Subah in his (Thakur Sheosingh's) possession in accordance with long continued usage and ancient practice for generation after generation with effect from the Kharif crop of 1125 Fasli (= 1718 A D), and they should not make any demand for the prohibited cesses in the shape of offerings present fines administrative fees etc like qalingha, and should treat him as exempted from all fiscal exactions and Imperial dues These orders are strictly enjoined and they should not demand a sanad or new parwanah every year Written on 11th Ziqad 3rd regnal year of Mohammad Shah (= 1721 A D)

(On the back)

Entries be made His Majesty

Endorsement — Compared with the entries of the offices —

Parganah Fatehpur Subah — 1 Mahal 315 villages — original and subsequently established

Parganah Kanshi of the said Subah — 1 Mahal 84 villages — original and subsequently established

Ringas etc Villages of parganah Amarsar — 3 villages It is according to the list

15th Ziqad 3rd regnal year (= 1721 A D) A copy be sent to the office of the Head Dewan

MOGUL PARWANAH OF 1727 A D (S R 2)

Hual ghani.

(Seal of) Qamaruddin Khan Chin Bahadur Wazir-ul-mumalik, Nusratjung Etmad-ud-daula, Fidvi Mohammad shah Badshah Ghazi, San 6 Mohammad Shahi, 1136

Mutsaddiyan-i-Muhimmat-i Dowani wa mutkaffilan-i-mamlat-i Sultani wa Jagirdaran wa Karorian-i-hal wa istiqbal Subah Ajmer bidanand

Parganah Kansli wa parganah Fetehpur do mahal darobast mai dehat asli wa dakhli wa mauza Ringas waghaira seh deh qadimi mai sayar wa qilajat kharij jama Sarkar wa Subah mastur dar wajah madad maash ba tariq Altamgha jagir ba-ism Thakur Sheosingh bin Thakur Daulatsingh qaum Shekhawat ba-farzandan bamujib farman-i alishan wa digar asnadhai sabiq az qadim hasb uz zimn naslan bad naslan muqarrar and Al hal ham muafiq mamul-i-qadim wa bamujib hukm-i jahan Mutaa gardun ntifaa hardo mahal mazkur wa dehat-i-mastur mai sayar wa qilajat naslan bad naslan hasb uz-zimn az fasl kharif san 1128 fasli banam-i-oo muqarrar wa muaf farmudem, bayad ke hardo mahal mai dehat qadimi mazkura ba tasarruf wa taluq-i-an wa-guzarand wa ba-wajahe min-ul-wajuh ba illat peshkash subedari wa faujdari wa bhet wa begar wa shikar wa nazrana wa jarimana wa zabitana wa mohrana wa dami muqaddmi wa saddoi qanungoi misl qalangha waghaira muzahim wa mutarriz nashawand wa har sal sanad wa parwancha mujaddid na talaband wa darin bab takid i akid wa qadghan-i baligh shanasand tahrir fittarikh bist haftum shahr Rajab ul-murajjab san 9 jalus mubarak zinat i-tahrir yaft

(On the back)

Mulahiza shud Zimn

Basharah zimn bamujib siaha daftar anke parganah Kansli wa parganah Fatehpur do mahal darobast mai dehat asli wa dakhli wa mauza Ringas waghaira seh deh qadimi mai sayar wa qilajat kharij jama Sarkar wa Subah Ajmer dar wajeh madad maash batariq Altamgha jagir ba ism Thakur Sheosingh bin Thakur Daulatsingh qaum Shekhawat ba farzandan ba mujib farman i alishan wa digar asnadhai sabiq az qadim hasb uz zimn naslan bad naslan muqarrar and Alhal ham muafiq i-mamul i qadim naslan bad naslan wa bamujib hukm-i-Jahan Mutaa gardun intifa hardo mahal-i mazkura wa dehat i mastura mai sayar wa qilajat az fasl kharif san 1128 fasli banam momi-ileh muaf wa muqarrar gashta Marquma bist haftum 27 shahr Rajab-ul-murrajjab san 9 jalus mubarak, faqat Bamujib hukm i huzur pur noor zabani Mohammad Mirdeh navishta shud

Parganah Kansli Sarkar wa Subah Ajmer mai dehat asli dakhli darobast — yek mahal

Parganah Fatehpur Sarkar wa Subah Ajmer mai dehat asli dakhli darobast — yek mahal

Mauza Ringas waghaira Sarkar Subah Ajmer qadimi — 3 m (auza)

Muafiq fahrist ast 27 Shawwal-ul-moazzam san 9 jalus dakhil-i-daftar Dewani shud

Dakhil ba tarikh 27 Shaaban san 9 mubarak

Naqal dar sarishta i-Subah rasid

Ba-mujib siaha ahkam ast

TRANSLATION

The Name of God

(Seal of) Qamaruddin Khan Chin Bahadur, Wazir-ul-Mumalik Nusrat Jang Etmaduddaula servant of Mahammad Shah Badshah Ghazi 6th regnal year of Mohammad Shah 1136 H (= 1724 A D)

Be it known to the present and future officials (Mutsaddis) of the Revenue Department Imperial Officers, Jagirdars and Krotis of Subah Ajmer — that two entire mahals *viz* parganah Kansli and parganah Fatehpur, with original and subsequently established villages, and mauza Ringas etc, three old villages of the said Sarkar and Subah — together with miscellaneous revenue fortresses and external income — have been held hereditarily, since long, as mentioned in the endorsement, under the Emperor's orders and other old sanads, by Thakur Sheosingh son of Thakur Daulatsingh, Shekhawat by caste, with his sons for maintenance as a Grant under Seal *(Altamgha Jagir)*, Now also under the Emperor s order and in accordance with the old practice both the mahals and the villages aforesaid, with miscellaneous income and fortresses as mentioned in the endorsement, have been conferred on him and made exempt from assessment, for generation after generation with effect from the Kharif crop of 1128 Fasli (= 1721 A D) They (the Officials etc) should leave the said two mahals and old villages in his possession and should in no way trouble him in the matter of peshkash, subedari, faujdari, offerings, forced labour, hunting presents fines, administrative fees, registration fees dami muqaddami two per cent fees for the Qanungo, like qalangha etc, and should not demand a sanad or new parwanah every year These orders are strictly enjoined Written on the 27th Rajab 9th regnal year (= 1727 A D)

(On the back)

Endorsement — Seen The details of endorsement, in accordance with office entries are that two entire mahals *viz*, parganah Kansli and parganah Fatehpur of the said Sarkar and Subah, with original and subsequently established villages, and mauza Ringas etc three old villages, together with miscellaneous revenue, fortresses and external income — have been held hereditarily since long, as mentioned in this endorsement under the Emperor's orders, and other old sanads, by Thakur Sheosingh son of Thakur Daulatsingh, Shekhawat by caste, with his sons for maintenance as a Grant-under Seal (Altamgha Jagir Now also, under the Emperor s orders and in accordance with the old practice both the mahals and the villages aforesaid, with miscellaneous revenue and fortresses, have been conferred and exempted from assessment in favour of the aforesaid person for generation

after generation, with effect from the Kharif crop of 1128 Fasli (=1721 A D)
Written on 27th Rajab, 9th regnal year (=1727 A D)

Written under the verbal orders of the Emperor received through Mohammad Mirdeh

Entire parganah Kansli, Sarkar and Subah Ajmer, with villages — original and subsequently established — 1 mahal

Entire parganah Fatehpur, Sarkar and Subah Ajmer, with villages — original and subsequently established — one Mahal.

Mauza Ringas etc, Sarkar and Subah Ajmer — three old villages

It is in accordance with the list

Entry made in Dewani Office on 27th Shawwal, 9th regnal year

Entered on 27th Shaaban, 9th regnal year (=1727 A D). Copy received in the Subah office. It is in accordance with the orders

IMPRESSIONS OF QAMARUDDIN KHAN'S SEAL IN 1724, 1727 and 1728 A D
(Note by the Committee)

The Seal Impressions, numbered I and III on the opposite page were stamped on documents issued in the 6th and 10th regnal years, respectively, of Muhammad Shah Ghazi These two impressions were evidently made from the same seal Their identity establishes their validity and compels us to infer that they were made by the Official seal of Qamaruddin Khan in use during these four years The Seal Impression numbered II on the opposite page purports to have been stamped on a document issued in the 9th regnal year *i e* in a year intermediate between the years in which Seal Impressions Nos I and III were made No II should, therefore, have been identical with Nos I and III But its whole character and impression are totally different. We note below the most striking instances of divergence between this Seal Impression No II and the Seal Impressions Nos I and III.

SEAL IMPRESSION No II ON SIKAR DOCUMENT	SEAL IMPRESSIONS Nos I and III ON STATE DOCUMENTS.
1 The figures "1136" are larger	1 The figures "1136" are smaller.
2 The final h in "Badshah" is omitted	2 The final h in "Badshah" is clearly written
3 In the word "fidwi" the distance between w and i is greater.	3 In the word "fidwi" the distance between w and i is smaller.
4 The decorative flower between w and i does not rise above the w and has no stem or stalk	4 The decorative flower between w and i rises above the w and has a stem or stalk.
5 The "markaz" indicating g in "Nusratjang" is bigger and lower down	5 The "markaz" indicating g in "Nusratjang" is smaller and higher up.
6 The gap between l and w at the beginning of the fourth line is larger	6 The gap between l and w at the beginning of the fourth line is smaller
7 The junction between l and k in the syllable "lak" in the fourth line is lower down	7 The junction between l and k in the syllable "lak" in the fourth line is higher up
8 The letter r in the last word "Bahadur" rises above d	8 The letter r in the last word "Bahadur" does not rise as high as d



No. I

Photograph of a Seal of Qamar-uddin Khan, bearing the date A H 1136 (=1724 A D), on a sanad found among the State records in Kapardwara, regarding the grant of Parganah Haveli Mathra to Maharaja Sawai Jaisingh in the 6th regnal year of Muhammad Shah Ghazi or 1724 A D



No II

Photograph of a Seal, purporting to be the Seal of Qamar-uddin Khan and dated A. H. 1136 (=1724 A D), on a Parwanah produced by Sikar (S R. 2), purporting to be of the 9th regnal year of Muhammad Shah Ghazi or 1727 A D



No III

Photograph of a Seal of Qamar-uddin Khan, bearing the date A. H 1136 (=1724 A.D), on a sanad found among the State records in Kapardwara, regarding the grant of Parganah Gaya to Maharaja Sawai Jaisingh in the 10th regnal year of Muhammad Shah Ghazi or 1728 A D.

ACCOUNT OF THE BATTLE NEAR FATEHPUR IN 1732 A D (S 40 F)

Shri Ramji

Sidh Shri Lu iji Shri Hemrajji jog likhaitan Sardul inghji Sheo inghji ken Ram Ram banchya athi ka samachar bhala chhai Raj la sadi bhala chahijeji aprinch samachar to sari age raj ne likhia hi chha ab likhan chhau Poh sudi 11 Mangalwar ne rar hui Qayam Khanji shahar bare k s ek uja ai ubho raheo ani teen l iri so harol to Indarsingh Rathor Churu la admi hazar barase on so hathi ek ai puth pachhane Qayam Khanji admi hazu adhai tatha teen chadhai hayo hathini chadheo ubho chho bain taraf ne tisri ani jeme Jhunjhunu la pelman wa Kha zad wa Rathor Bidawat wa Ashraf Khan Muzaffai Khani Qayam Khanji le faujdai chho so admi hazar barah se son siwai tino anian li gail ne paidal log wa shahar ko log morcha liyan baithi chha

Anthi s n Sarlar ki fauj li ani doya kari taf il zail

Ani 1		Ani 1	
Sardulsinghji 1	Bhai beta 1	Sheosinghji 1	Bhai Beta 1
Rohila Khanji Jhunjhunuko 1	Tanwar Dantal wa Bhudholi Maonda ka 1	Khandela ki taraf son Naraindasji 1	Udaipur Ji ka Siwai singhji Dansinghji Gumansinghji Bagh singhji Jaisinghji Rasoji 1
Khandela li taraf son Mohl amsingh ko beto wa Pahar singhji 1	Paprana l a Nirban 1	Kumbhoji Bhojrajji l o Khiror ko Rupsinghji Kuhai l o 1	Pratapsinghji Sujansinghji l o poto Bhojrajji l o 1
Ladhkhani 1	Bagar l a Pathan 1	Al haisinghji Dujod ko 1	Jodhsinghji Dipsinghji ko 1
Bisansinghji Chirana l a 1	Gopalji ka Jharli wa Hathide 1	Manrupsinghji Deosinghji San waldasji ko 1	Jodhsinghji Hatti singhji ko Handi l o adhi Mahroli ko bat 1
Fatehpur ka Qaim Khani Madari Khanji wa Natthu Khanji 1		Gorisar ka Bidawat 1	Niwi ki waghaira ka Rathor Jodha 1

So wan ka harol ki ani son rar paii so ghari ek to goli bahi, jatha pachhe sarkar ki fauj doneo tarfan son ghora uthaya so Indarsingh harol chho so bhago, admi ek so das kam aya jinmen admi chalisek to bhai bhatija maria, admi sattarek Rajput maria ar Indarsinghji bhaj kar Qayam Khanji ubha chha jathe wan shamil ai huwa Sarkar ki fauj lar lar chali gai so wainthe bhi pag tikia nahin, Qayam Khanji bhi bhago so bhago jathason lekar kot men bareo jatha tain admi se 150 bhala bhala Qayam Khani bahwar bahwar kam aya Qayam Khanji hathni chadheo chho teer panch goli ek lagi puth pachhe chadheo chho jaike teer ath dasek lagia, kot menbar kanwar jurlia, ar Prohit Ghasiramji ka bhai bhatija Sawai Jaipur wa Fatehpur adhuchar chhe jane bulai kar Qayam Khanji kahi Shriji ki duhai phero Shahar lute chhe ar [Shri] ji ko hukam mune marba ko hi chhe to maro ar jo marba ko hukam na chhe to shahar ki rachha karawo aur mune bachao Dera shahar baie karawo so Prohit ka bhai bhatija mhane ae samachar kahia jad mhe shahr bare kuwa chhe jathe dera kiya Shahar men shriji ki duhai phirai Shri Maharajaji ka tej partap son bolbala huwo ani sarkar ki fauj ka admi das to kam aya admi se 150 ke chigda teer golian ka juj sa huwa Tarwarian ki leek si hui, admi beesek shumar chhe Shriji ka tej pratap son mhan ke lagi nahin Shriji ko bol bala huwo Ai Lagad raj ko ayo samachar banchia likheo chho Fatehpur ka gawan ki bhajar jathe jathe chhe janko thik par beoro likhjeo so tafsilwar kitak to samachar urka men likhia chhe aur pachha son thik par likhan la aur tob ki talid waste likheo chho so tob ani pahunchi chhe

Aur to log sarahi aya chha pan Naraindasji achha sath son chadhia Pala admi se chhe sat son aya so rupaiya doya se de chha ar rola men bhala dikhaya aur Mohkamsinghji ka beta admi sathek son aya chha rupaiya bais de chha aur Gumansinghji Amarsar ko log koi ayo nahin

* * * *

Miti Mah Budi 8 Sambat 1788 ka

TRANSLATION

The Name of God

Letter from Sardulsingh and Sheosingh to Lala Hemraj — after compliments — We have already given you a detailed account Now we have to intimate that a battle took place on Tuesday Pos Sudi 11th Qayam Khan came forward about a kos from the town and divided his forces into three parts Indarsingh Rathor of Churu with some one thousand or twelve hundred of his men and an elephant formed the front division Qayam Khan riding on a she elephant was in the rear division with some 2500 or 3000 men On the left was the third division comprising Khanzads, and Pelmans of Jhunjhunu, Bidawat Rathors and Ashraf Khan who was Muzaffar Khan's man and the Faujdar of Qayam Khan and who had some 1000 to 1200 men under him

Besides the above mentioned three divisions there were also other foot-soldiers and townspeople occupying the rear entrenchments On this side the State [Sarkar's] forces were divided into two divisions as detailed below —

One Division		Another Division	
Sardulsingh 1	Kinsmen [Perhaps Sardulsingh's] 1	Sheosingh 1	Kinsmen [Perhaps Sheosingh's] 1
Rohilla Khan of Jhunjhunu 1	Tanwars of Dantal Bhudoli & Maonda 1	Naraindas from Khandela 1	Sawaisingh, Dansingh Gumansingh, Baghsingh, Jaisingh & Rasoji of from Udaipur 1
Mohkamsingh's son and Paharsingh from Khandela 1	Nirbans of Paprana 1	Kumbhaji, a descendant of Bhojraj of Khiror Rupsingh of Kuhari [perhaps Khoor] 1	Partapsingh son of Sujansingh and grandson of Bhojraj *Jodhsingh son* of Dipsingh 1
Ladkhanis 1	Pathans of Bagar 1	Akhaisingh of Dujod 1	Jodhsingh son of Hattisingh of Handi who also held half of Mahroli. 1
Bishansingh of Chirana 1	Gopalji's men of Jharli & Hatideh 1	Manrupsingh son of Deosingh and grandson of Sanwaldas 1	Jodha Rathors of Neowiki etc 1
Qayamkhanis of Fatehpur viz, Madarikhan and Nathukhanji 1		Bidawats of Gorigar 1	

The fighting commenced with the front division of the opposite side Firing took place *for one ghari* [about 20 *minutes*] and afterwards both divisions of the State [Sarkar's] forces attacked on horseback Indarsingh, who was in the front division of the opposite side, retreated and 110 of his men were killed About 40 men were killed by the kinsmen [of Sardulsingh and Sheosingh] while some 70 men were killed by other Rajputs Indarsingh retreated

to the place where Qayam Khan was standing The State [Sarkar's] forces pursued Indarsingh Indarsingh here also could not stand his ground Qayam Khan also fell back Between the place from where Qayam Khan began to retire and the fort [where Qayam Khan took refuge] 150 brave Qayamkhanis were killed while protecting Qayam Khan

Qayam Khan who was riding on a she-elephant received five arrow wounds and one bullet wound A man who was behind Qayam Khan got 8 or 10 arrow wounds Qayam Khan entered the fort and shut the gates Qayam Khan called for Prohit Ghasiram's kinsmen, who had residence both at Jaipur and Fatehpur, and requested them to proclaim the Maharaja's protection ['Shriji ki duhai"] because [the forces] were plundering the town Qayam Khan added that if it was the order of the Maharaja ['Shriji"] to kill him [Qayam Khan] he could be killed If there was no such order, they were to get the town protected and spare his life and encamp outside the town

The Prohit s kinsmen communicated this message from the Nawab to them [Sardulsingh and Sheosingh] whereupon they encamped outside the town near some wells The Maharaja's protection [Shriji ki duhai] was proclaimed in the town Success was achieved through Shri Maharajaji s divine influence Ten men of the State [Sarkar's] forces were killed and 150 men received slight wounds from arrows and bullets Some 20 men received slight sword cuts Through the Maharaja's divine influence they [Sardulsingh and Sheosingh] received no wounds The Maharaja's victory was achieved We received your letter and read its contents You asked us to find out the places whither the refugees from Fatehpur villages had gone and to inform you We have given some detail in the attached slip and more details will be intimated later when ascertained

You also mentioned sending the cannon urgently The cannon has arrived here Everyone joined in the battle Naraindas came with 600 or 700 good footsoldiers He paid them Rs 200 [a day] Naraindas and his men fought bravely Mohkamsingh s son came with some 60 men He spent [on them] Rs 22 [a day] Neither Gumansingh nor anyone else came from Amarsar

* * * *

Dated Mah budi 8th Sambat 1788

EXTRACT FROM MALCOLM'S MEMOIR OF CENTRAL INDIA (1832) pp 4—13

* * *

The lands in Central India are divided into governments containing from ten to forty districts each district having from fifty to upwards of three hundred villages The next subdivision is a lesser district The lesser district is called Talook and sometimes Tuppah which may be estimated from five and six to twenty and thirty villages The latter have often two three and four hamlets belonging to them which are called in the revenue account dependencies

The above are in fact the ancient divisions established by the Mogul Emperors and though events have broken much of the uniformity of the original system the names are still preserved and used in accounts and official records

All ground be it ever so waste or hilly is included in the divisions which are marked by natural or artificial boundaries such as rivers water courses ranges of hills trees rocks ridges or lines between any two remarkable objects The lands were measured including the space occupied by tanks wells houses &c in the time of the Moghul government and this record of measurement was lodged in the office of every *Zemindar* of a district as well as the Furnavese s office Several of these records have been saved but where they are lost the care with which the memory of the respective limits is preserved by the hereditary officers of the district and village to whom this duty belongs is very extraordinary In Central India where many large tracts have been desolated for twenty and thirty years the inhabitants in many cases the descendants of former occupants) have returned to their homes and fields and taken possession of their respective properties (with very rare cases of dispute or difference) as if they had only left them for a few days This could only have happened where such institutions exist and as these are the foundations of that revenue system on which in despotic governments the happiness or misery of the population must chiefly depend it will be necessary to take a short notice of the various kinds of which the district and village administration is constructed

In Central India the first in rank and consequence of the native or local hereditary officers is indiscriminately called Mundlooee Chowdry or *Zemindar* The former terms are usually given in the Mahratta government *the latter almost always designates this officer among the Rajpoot States*

In India every class and tribe of men have their superior That of land holders and cultivators is the Zemindar a term which literally means landholder and is (particularly in Central India) constantly used to designate a proprietor of the soil but *the Zemindar of a province or district* though no doubt originally raised by the rank and estimation in which he was held by his class *has always combined with his duties those of a functionary of Government* His station is hereditary he is supported by a grant of land which differs in amount according to the size of the district and other circumstances (this species

of grant to Zemindars, and other hereditary local officers, is called *Nankar*, a compound Persian phrase of *Nan* "bread", and *Kar* "work", meaning support for service) and he has, besides lesser dues a percentage upon the collections which, in Malwa, varies from four to eight per cent He pays no revenue to the Government but usually presents at the Dussera feast an offering to the Collector, and is subject, like others, to those demands which, under the head of extraordinaries, are imposed in an arbitrary manner by distressed or oppressive princes The Zemindar (as has been mentioned) has a due (generally one or two rupees) from every village in the district He has also a trifling claim on each caste and trade as a blanket from weavers, oil from oilmen a pair of shoes from shoemakers, and so forth

The duties of the Zemindar are to preserve order and peace (he is expected to maintain a body of armed adherents), and by the influence of his station and character, he is, when there is difficulty in collecting the revenue, usually the medium through which it is realised and while government employs his services, he is the person to whom the cultivators look up as their protector against any acts or power that are in violation of established usage

The duties of this officer in the government of the country have been noticed in the preceding chapter He has still more in the revenue department and his office, kept by the Register (Qanungo) which contains all records of grants of past and actual revenue, is the place of appeal both of Government officers and cultivators Zemindars are expected to be men of education, and, indeed, their duties require efficiency in a degree that compels the inheritor of this office when not competent to devolve them upon a member of his family equal to their fulfilment

The Zemindars in Central India are of all tribes except the lowest They, in general, can boast of having held their offices for a number of successive generations Many have commissions from the Emperors of Delhi, and some from the Patan sovereigns of Malwa Several distinctly trace their rise to local services, such as the restoration of waste lands, some to the seizure or defeat of robbers who infested the country to which they were appointed, while others have the more legitimate title of being the heads of the clans and tribes by whom the tract was first settled and cultivated

From there being no instance, in Central India, of any of this class possessing records, or even traditions of any member of their family having power previous to the Mahomedan invasion it might be conjectured that its Zemindars owe their establishment on their present footing to the Patan or Mogul monarchs It is quite conformable to the usage of the country whence the conquerors came, and while they appointed their own class to the government of provinces and district, it must have been necessary to inspire confidence in the inhabitants (particularly the cultivators, that a person they knew and trusted should be nominated as the medium of communication with them but

there can be little doubt that officers with similar duties existed in India long previous to the Mahomedan invasion

In several of the large districts of Central India some of the Zemindars have an assistant who acts by their orders and occasionally as their substitute His office is also hereditary and he is paid as the Zemindars but with less land and smaller dues he has an allowance (generally two per cent) on collections

The Register Qanungo of the district though under the Zemindar is an hereditary native officer of importance His records contain every account relative to the revenue measurement and allotment of the land He also enjoys a percentage (generally two per cent) on collections and a due from every village with small claims upon cultivators and tradesmen

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THE STATUS OF ZAMINDAR IN THE MALPURA PARGANAH

Part A – Document of 1680 A. D

[Seal of] Khadim-i Sharaa Muhammad Dayam ast San 1092 Mutabiq iqrar muqarrin mastur mohar namuda shud

Bais-i tahrir-i in satur an ke mayan ke jami i maqaddaman wa mazaran parganah Todri almashhur Malpur em, chun zamindari tamami parganah khudra ba raza wo raghbati-i khesh banam tahawwur wa bisalat dastgah Harisingh Khangarot muqarrar kardem wa iqrar namudashud ke unche dastur wa bhom zamindari az malvajhat wo sayai jehat parganah mastur bashad bila uzar wa ahmal fasl ba fasl wa sal ba sal dar mauza Lamba mirasanida bashem wa harkas ke juz wa kul as pisran wa khurdgan in janib bashad Zamindar wa Bhomia tahawwur dast-gah moiz elah ra mustaqil danista wajeh zamindari ra ba pisran-i eshan ra mutabiq dastur mirasanida bashand, agar ahyanan darin bab harf wa hujjat darmiyan arad gunahgar shara sharif gardad Binabaran in chand kalma ba tariq razinama nawishta dada em ke sani hal hujjat bashad

(*List of muqaddams omitted*)

Siwai an jami Muqaddaman mawazeat kul wa juz parganah agar azin iqrar heela wa hujjat darmiyan arad gunahgar bashad Tahrir fit tarikh

TRANSLATION

[Seal of] Muhammad Dayam servant of the Faith A H 1092 1680 A D The seal was fixed in accordance with the wish of the persons who agreed (to this document)

The reason for writing these lines is that We all the muqaddams and cultivators of parganah Todri known as Malpur of our own desire and wish entrust the zamindari of our entire parganah to the brave and gallant Harisingh Khangarot, and promise that, whatever customary cess and *Bhom* dues on the *mal jahat* (land revenue) and *sayai jahat* (miscellaneous income) of the said parganah appertain to the zamindari we shall pay without any hesitation or excuse from crop to crop and year to year at village Lamba Every one of us representing a part or whole (of the parganah) and our decendants shall recognise the said gallant (Harisingh) as permanent Zamindar and Bhomia and shall pay the zamindari dues to his (Harisingh's) sons in accordance with practice If perchance (any one of us) demur in this regard he will be held sinful in the eyes of the Muhamedan Law Therefore these few lines have been written as an agreement and made over as proof for the future

(*Names of Muqaddams of villages omitted*)

If any of the Muqaddams of the villages of the whole or a part of the parganah raises any objection to this agreement he shall be deemed sinful

Part B—Document of 1691 A D

Hual Ghani [Seal of] Bahauddin Ghulam Badshah Alamgir Chaudhriyan wa Qanungoyan wa Riaya wa Baraya parganah Malpur bidanand Chun darinvila ba zahur pavast ke zamindari dehat wa qasba parganah Malpur ba mujib istadua wa razinama i anha ba auhda tahawwur dastgah Harisingh ke darhangam ikhraj mufsidan jimi ba jamiyat tamam dar hifazat i nang wa namus sakne i anja wa abadani raiya parganah Qasba Malpur wa dehat an nawah masdar i-taradduat shuda muqarrar ast chunanche jami ahali wa mavali raiya wa baraya ba toa wa raghbat ek chize ba rasum i zamindari az qasba dehat muqarrar namuda dadaand darinmadda sanad i Diwaniyan i sabiq neez masharan elah bidast darad Binabaran nazar bar kar Sarkar Padshahi wa rifahiat raiya wa baraya dashta wajeh mazbur bar tabaq razinama i anha badastur sabiq musallam wa muqarrar dashta shud bayad ke wajah mastur badastur sabiq ba masharan elah mirasanida bashand ta bakhatir jama dar imdad wa ayanat kar i Badshahi muqayyed bashad Darinbab takid danand Tahrir tarikh 15 shahr ramzan ul mubarak san 35

TRANSLATION

In the name of God [Seal of] Bahauddin servant of Badshah Alamgir

Be it known to the Chaudhris Qanungos subjects and inhabitants of parganah Malpur

Whereas it has come to notice that the zamindari of the town and villages of parganah Malpur has in accordance with your request and agreement been held by Harisingh the brave who has taken great pains and undergone many trials at the time of expulsion of the rebels and engaged himself and his forces in protecting the honour of the local inhabitants and has secured peace for the raiyats of the parganah and the town of Malpur and of other villages in the same vicinity the inhabitants have of their own accord allotted the zamindari cess for the town as well as for the villages in favour of Harisingh who is in possession of a Sanad from previous Dewans to this effect Therefore having in view the performance of his official duties and the welfare of the people the aforesaid rights are in accordance with the agreement of the raiyats, hereby confirmed in his favour as before They (the raiyats) should continue as before to pay the said cess to him (Harisingh) so that he (Harisingh) may with satisfaction render necessary service and devote himself to the performance of his official duties

Compliance with this order is strictly enjoined

Written on 15th Ramzan 35th regnal year (of Aurangzeb *i e* 1691 A D)

Part C — Document of 1693 A D.

Hua-hasbı. [Seal of] Safi Khan ast Alamgır Shahı.

Chaudharıyan wa Qanungoyan wa Rıaya wa Baraya parganah Malpur bıdanand Chun darın vıla bazahur pavast kı zamındarı dehat wa qasba parganah Malpur ba-mujıb asnad hukkam sabıq wa ıstadua wa razınama-ı anha ba auhdha tahawwur-shaar Gajsıngh pısar Jaladat panah Harısıngh muqarrar ast Bınabaran nazar bar hırasat-ı parganah mazbur wa rıfahıyat rıaya namuda zamındarı-mahal mazkur badastur sabıq ba masharan elah bahal dashta shud Mıbayad ke wajah rasum-ı-zamındarı badastur mahood ba nam burda rasanıda bashand ke bakhatır jama dar hıfazat wa hırasat rıayaı parganah mazbur muqayyad bashad Darınbab takıd danand Tahrır fittarıkh bısto panjum 25 shahr Rajab ul Murajjab san 37 Jalus Moalla

TRANSLATION

In the name of God [Seal of] Safi Khan Badshah Alamgır

Be ıt known to the Chaudhrıs, Qanungos subjects and ınhabıtants of parganah Malpur

Whereas ıt has been brought to our notıce that the zamındarı of the vıllages and town of parganah Malpur has ın accordance wıth the sanads of prevıous officers and theır own (the Chaudhrıs' etc) request and agreement been held by Gajsıngh, the brave, the son of the emınent Harısıngh therefore, wıth a vıew to the protectıon of the saıd parganah and the prosperıty of the raıyats, the zamındarı of the aforesaıd Mahal ıs hereby contınued as before, ın favour of the aforesaıd person (Gajsıngh) You (the Chaudhrıs etc) should contınue to pay the zamındarı cess as undertaken by you to the above mentıoned person, so that he (Gajsıngh), beıng satısfied, may devote hımself to the protectıon of the raıyats of the saıd parganah

Complıance wıth thıs order ıs strıctly enjoıned

Wrıtten on 25th Rajab 37th regnal year (= 1693 A D)

ASSESSMENT OF SIKAR FOR SAMBAT 1857 = 1800 A D (S 191)

Shri Ramji

Likhtan Lachhmansingh Shekhawat ka Gumashta atra Darbar ki mamlat Sambat 1857 ki sal ka rupiya asi bhanti dena —

Parganah Fatehpur ka	36 301 0 0
Parganah Kasli	4 312 9 0
Mauza Ringas ka	2 200 0 0
Khandela ka gawan ka	3 000-0-0
Kharch ka	2 000 0-0

Mukarra rupiya 47 813 9-0 bad bharna ki kasar ka 7 615 0 6 jumme das hazar ekso tarepan rupiya ana chhe ka baqi 40 198-8-6 bad doye par ka rupiya 804 baqi rupiya 39 394 8-6 anke guntalis hazar tinso choranwe ana sara ath ghat sunnya dena mafiq kistian rupiya 2 senkre kat hali dena

Mangsar Sudi 15	8 000 0 0
Pos Sudi 15	8 000 0 0
Mah Sudi 15	7 166 2 6
Baisakh Sudi 15	5 000-0 0
Bhadwa Sudi 15	11 228 6-0

Qarar mafiq rupiya dena qabaz parwano leno Miti Asoj Sudi 7 Sambat 1857 ka dashhat Lachhmansinghji ka Gumashta ka upar ko likho sahi Dashhat Jiwan ka kahe Thakuran ka sun likkhia

TRANSLATION

The name of God

Agreement of Gumashta of Lachhmansingh Shekhawat undertaking to pay the amount of mamlat due to the Darbar for Sambat 1857 (= 1800 A D) as detailed below —

	Rs
Parganah Fatehpur	36 301 0-0
Parganah Kasli	4 312 9 0
Mauza Ringas	2 200 0 0
Khandela villages	3 000-0 0
Expenses	2 000 0 0

Total Rs 47 813 9-0 Rebate for payment in cash instead of in kind Rs 7 615-0-6 out of Rs 10 153 6-0 Balance Rs 40 198-8 6 Deduct on account of two per cent Rs 804 Balance Rs 39 394-8-6 rupees thirty nine thousand three hundred ninety four annas eight and pies six of old coin are to be paid after deducting at 2% in coin of the current year according to the instalments —

Mangsar Sudi 15	8 000 0 0
Pos Sudi 15	8 000 0 0
Mah Sudi 15	7 166-2 6
Baisakh Sudi 15	5 000-0 0
Bhadwa Sudi 15	11 228-6-0

The amount is to be paid as agreed upon and a receipt obtained Dated Asoj Sudi 7 Sambat 1857

Signed by the Gumashta of Lachhmansinghji What is written above is correct

Signed by Jiwan under the orders of the Thakur (Lachhmansingh)

LORD LAKE'S ORDER OF 1804 ON SIKAR'S APPLICATION (S R 58)

Ba-izze arz-i General Sahib Khudawand Khudaigan Nemat Faiyaze zaman dam iqbalhu mi rasanad

Muwakkil-i fidvi khair-andesh wa khair-khwahe Sarkar-i daulatmadar Company Angrez Bahadur dam iqbalhu ast wa bahar wajah istarza-i mizaj-i sahiban-i alishan manzur wa gahe az mutabeat wa hukmbaja awri sadr berun nest wa nakhwahad shud wa saremu tafawat wa tajawuz na-khwahad kard magar hala ummedwar-i fazlo karam ast wa mi khwahad ke parganah Kanshi wa parganah Fatehpur mai sayar wa Qilejat wa si shush dehat-i-Sikar wa Deogarh wa Raghunathgarh waghaira parganah Khandela wa mauza Ringas waghira seh deh Qadimi subah Ajmer ke muwakkilam az qadim-ul ayyam batriq irsan bamujib asnad-hai peshin naslan bad naslan ta-hal dar qabza wa tasurrf-i khud mi darad wa bakhushi wa baraza wa raghbat i khud mublighsi wa noh hazar seh sad nawad chahar rupiya hasht ana pao-bala babat peshkash yani batariq-i nazrana hazur Maharaja Sahib dar Sawai Jaipur mi rasanad waqte ke hukme Sarkar-i Daulatmadar Company Angrez Bahadur dar Zile-i mayan jari shawad an waqt ham az parganate mastur wa dehate mazkura mai sayai wa Qilejat kase muzahim na shawad wa siwai nazrana muqarrari qadim digar ziada talabi na kunand wa az hukm i adalat ul aliya Sarkar Daulat madar muwakkilam wa aulad-i anra hamesha muaf darand wa harche qaziah wa qazaya az biradran wa ya az raj bazahur ayad faislai oo talluq az sadi manad wa digre muqarrar na bashad balke yak parwanah badast-khat i khas banam-i muwakkilam inayat shawad ke dil jamai wa taqwiat i aqai fidvi bashad wa indul hajit bakar ayad wajib bood ba arz rasanid Ilahi Aftab i daulat o iqbal tabano darakhshan bad

Arzi fidvi Ramchandia Mukhtar kar Rao Raja Lachhmansingh Sikar-wala

Mohr Sd Lake

Hukm shud — ke bamujib izhar-i sidq mazhar waqte hukm i Sarkar Company Angrez Bahadur daran zila jari khwahad shud an waqt parganat wa dehat i mazkura mai sayar wa qilejat muafiq i mamul i qadim wa guzishta paiwasta banam-i aqa-i shuma badastur i sabiq muaf wa muqarrar khwahad mand wa dar nazrana i qadimi ziada talabi na khwahad shud wa hech sarokar az adalat i Sarkar Company Angrez Bahadur na khwahad mand wa unche qazaya ba zahur khwahad rasid faisla i oo talluq i sadr khwahad shud Marqum noz dehum mah January San 1804 iswi

TRANSLATION

(To) General Sahib — After compliments — my master is the well wisher of the British Company and in every way desires to please the high officials and is ever obedient to the orders from Headquarters (Sadr) and will ever be so in future and will never transgress them by a single inch But now he expects some favour The parganahs of Kanshi and Feathpur with miscella-

neous income and forts, thirty-six villages of Sikar, Deogarh, Raghunathgarh, etc, of parganah Khandela, and Ringas, etc, three old villages of Subah Ajmer are held since ancient times by my master as an inheritance under old sanads and are held till now — generation after generation — in his possession He willingly pays a sum of Rs 39,394-8-3 as peshkash, *i. e* as nazrana, to the Maharaja Sahib at Jaipur. My master desires that when our district comes under the British Company, even then nobody will interfere with the said parganahs villages, miscellaneous income and forts; or will demand anything more than the ancient fixed nazrana; and that my master and his descendants will be exempted for ever fr m the jurisdiction of the High Courts of the (British) Government If any dispute arises with his brothers or with the Raj, it may be decided by the Sadr only and by nobody else My master, moreover, desires that a parwanah, bearing your own signature, be granted to him, so that my master may rest satisfied and it (the parwanah) may be used when needed My request is a proper one God grant that the sun of your glory may ever shine Application from Ramchandra, agent of Rao Raja Lachhmansingh of Sikar

Seal of General Lake (Sd) Lake

It is ordered, in accordance with your statement of an attested truth, that when the British Company's authority is extended to that District, the above mentioned parganahs and villages, with miscellaneous income and forts, will remain conferred upon your master and be held by him free of assessment according to ancient usage, and the ancient nazrana amount will not be enhanced; and he will have no connection with the Courts of the British Company If any dispute arises, it will be decided by Headquarters (Sadr). Dated 19th January, 1804 A D

LETTER OF 1814 A D FROM MISR SHEONARAYAN FIXING SIKAR'S ASSESSMENT (S R 65)

Shri Ramji *Huzur*

Siddh shri sarbopman jogya Rao Rajaji Shri Lachhmansinghji jogya likhaitan Misr Sheonarayan kenashirbad banchjo Aintha ka samachar bhala chhe thanka sada bhala chahije Apranch mafiq hukm Shri ke likhan chhan than ke Darbar ki mamlat lage chhe Fatehpur ki Kasli Balara ki Khandela ka gaon barla 28 Ringus basan suddhi waghaira ki ko lekho daftarmen kacheri ka ohdadar kiyo Thane patta ka chhut ka bharna ki kasar ka Sheosinghji ka rozina ka punya mujrai sabiqe lekho kar baqi karhya rupiya 39 394 8 6 sal ek mehna 12 ka In likhya mafiq bharjan jao sal bar sal darpusht Pargano Khandela ko chyar gadhan suddho thane Darbar sun bakhshyo jin ki mamlat ka baras ek ka rupiya 54 000 Khandela ka Raja ka lage chha jin mafiq bharian jao sal bar sal darpusht jama khatar sun Than sun pher khechal na holi Miti Du Bhawa Budi 12 Sambat 1871 ka

TRANSLATION

The Name of God

Letter from Misr Sheonarayan to Rao Rajaji Shri Lachhmansinghji After compliments — In accordance with the orders of the Maharaja I write to say that the State officials have made calculations of the revenue (mamlat) payable by you to the Darbar for Fatehpur Kasli Balara 28 outlying villages of Khandela Ringas with hamlets etc They have shown a balance of Rs 39 394 8 6 due for one year of twelve months after deducting according to the previous practice the remissions for patta rebate for payment in cash instead of in kind Sheosingh's rozina and charitable grants You should accordingly continue to pay this every year generation after generation As for parganah Khandela granted to you with four forts by the Darbar you should pay Rs 54 000 per annum as its revenue as was paid by the Raja of Khandela every year generation after generation You may rest assured No trouble *will be caused to you Dated Second Bhadwa Budi 12th Sambat 1871* (= 1814 A D)

LETTER FROM OCHTERLONY TO THE RAO RAJA OF SIKAR [S E I D]

[Undated but written sometime after Maharaja Jagatsingh's death] Rao Raja Sahib bisiyar meharban sallamhu Allah-o taala Bad shauq i mulaqat masarrat ayat wazeh khatir bad Zehira az rue akhbar wa ham ba maruzat i-karindaha mutaina Sawai Jaipur chunan wazeh shud ka an sahib dar bare adai Mamla Sarkar Maharaja Sahib mushfiq karam farma tawiq wa ighmaz ra ba khatir rah dada darkhwast chize takhfif dar Mamla midarand Chunke sabiq dar ahd i Maharaja Sawai Jagatsingh Bahadur baikunth bashi an Sahib ba raza-i khatir rubru in janib chunan nawisht khawand karda and ke unche dar ahad i Maharaja Pratapsingh Bahadur baikunth bashi dastur wa mamul bood baran amal khwaham namud wa daran kami wa beshi bar khilaf i marzi Darbar Raj Jaipur na khwaham kard Lihaza nawishta mi ayad ke an Sahib zar i-Mamla tore ke dar ahd-i-Maharaja Pratapsingh Bahadur ba Sarkar i Jaipur ada minamudand alhal ham munasib ast ke ba mujib qarardad i khud ke ba mushafah in janib ba miyan amda bood amal numayand ke dar zimne an khair khwahi i Sarkar Maharaja Sahib Bahadur wa ain khushi wa razamandi in janib mutsavvir ast Ziada masarrat bad Sd D Ochterlony

TRANSLATION

To the Rao Raja Sahib — After compliments — It appears from the information and reports of (my) agents posted at Sawai Jaipur that you have evaded and delayed the payment of Mamla to the Government of the Maharaja and have asked for some reduction of your Mamla Formerly during the reign of the late Maharaja Sawai Jagatsingh you of your own accord and in my presence entered into an agreement that you would adhere to the custom and usage in vogue during the reign of the late Maharaja Pratapsingh and that you would not deviate therefrom contrary to the wishes of the Jaipur Darbar Therefore I write to you that you should now as heretofore continue to fulfill the promise made by you in my presence and should pay the Mamla to the Jaipur Darbar in the same manner in which you used to pay it during the reign of the late Maharaja Pratapsingh This will show your loyalty to the Maharaja and will be a cause of satisfaction to me also With all good wishes Sd D Ochterlony

OCHTERLONY'S LETTER OF 1819 A D SUPPORTING LAKE'S ORDER (S R 76)

Sd D Ochterlony

Rao Raja Sahib bisyar mehrban dostan sallam-hu Allaho Taala

Bad shauq-i mulakat buhjat ayat makshuf-i-khatir-i tawaddud maasir bad khari-ta-i an meharban mutzammin be mujib khalish kardan az mulk-i Sikar waghaira eshan ahalkaran i Raj wasul awurd mufassilan dariaft-i ahwal shud wa Vakil-i an meharban neez bad mulahiza kunanidan arzi dastkhati General Sahib Lake Bahadur wa digar asnad hai peshin zabani hamin izhar kardand ke mubligh si wa noh hazar seh sad nawad chahar rupiya hasht ana pao bala babat mulk-i khud dar Raj az qadim mi deham wa muafiq-i-mamul-i-qadim hazir and chunanche ba mutala-i an azinja ba Maharaja Sahib Bahadur wa Mohanram Nazir ba pas-i-khatir-i an meharban Sawai Jaipur nawishta shud Yaqin ke az parganah-i Kalsi wa pargana i Fatehpur wa Sikar wa Deogarh wa Raghunathgarh wa mai si shash deh parganah Khandela wa mauza Ringas waghaira seh deh Subah Ajmer ke az qadim bamujib asnadhai peshin banam i eshan muqarrar and azan hargiz maharaja Sahib Bahadur ziada talabi nakhwahand sakht wa mublighan-i mamla-i mazkur bila uzr dar Raj khud mi dada bashnad lase wajeh daran harfe uzr bar zaban niarand Insha Allah Taala muqaddama -i Maharaja Sahib Bahadur wa Sarkar Company Angrez Bahadur ba harwajah az qadim wahid ast Lihaza yaqin ke bamujib nawishta-i in janib az mulk qadimi eshan hargiz bemujib khalish wa ziada talabi mamla mazkur nakhwa-and sakht dil jamai darand Dar surat-i khalish wa parkhash Rajwala ha shunwai muqadmat-i an meharban bahar unwan dar Sarkar Company Angrez Bahadur Shuda khwahad mand Digar khaniyat ast

Ziada shauq Niqal girafta shud Mohar

Tahrir tarikh Bist haftum Mah April san 1819 iswi Ba mutala-i mubahija-i Rao Raja Sahib bisyar meharban dostan Rao Raja Lachhmansingh Bahadur Sallam-hu Allaho Taala mosul bad

TRANSLATION

(Sd) D Ochterlony

(To) Rao Raja Sahib—After compliments—I received your letter saying that the State employees interfere in your territory of Sikar etc without any reason I have learnt the facts in detail Your Vakil also after showing the application bearing General Lake's signature and other old sanads explained verbally that you have been paying from of old to the State a sum of Rs 39 394 8-3 for your territory and you are still ready to continue the old practice After perusing your letter letters have been written to the Maharaja Sahib Bahadur and Mohanram Nazir in view of my regard for you It is believed that the Maharaja Sahib Bahadur will not demand more from you for the parganahs of Kasli and Fatehpur Sikar Deogarh, Raghunathgarh and 36 villages of parganah Khandela and Ringas etc three villages of Subah Ajmer which have been held by you from of old under

old sanads You will yourself continue to pay the aforesaid amount of mamla to the State without raising any objection, and will not utter a word of objection on any account in this connection Thank God, the interests of the Maharaja Sahib Bahadur and of the British Company are one and the same, from of old in all respects It is, therefore, expected that, in accordance with my letter, the Darbar will not create trouble in regard to your ancient possessions without any reason, and will not demand more than the said mamla You may rest assured If the State's employees make any interference or create any trouble, your case will be heard by the British Company All else is well Earnestly desiring (to see you)

Copied Seal of D Ochterlony Dated 27th April, 1819.

To Rao Raja Lachhmansingh Bahadur.

OCHTERLONY'S LETTER OF 1824 A D (S R 79)

(Sd) D Ochterlony

Rao Raja Sahib bisyar meharban dostan Sallamhu Allaho Taala

Bad shauq i mulaqat buhjat ayat makshuf i Khatir-i tawaddud maasir bad Kharita i an meharban mutzammin be mujib khalish kardan-i ahalkaran-i Raj wasul awurd ahwal mufassilan daryaft shud Surat in-ast ke pesh azin dar san 1819 iswi arzi dakhati angrezi General Lake Sahib Bahadur wa digar asnad hai an meharban mulahiza karda budand wa muafiq i an taqayyud ham ba ahalkaran-i Raj namuda budand chunanche ta hal anha kase wajeh kharkhasha wa sukhne bemujib hamrah-i meharban nasakhtand magar jai tajjub ast ke an meharban waqt i ke ahad name as hazur Maharaja Sahib Bahadur wa az Sarkar daulatmadai Company Angrez Bahadur dam iqbalhu qarar yafta bood an waqt in-qadar asnad-hai mukammil chara robkar na-karda Agar bar taqdir an waqt in asnad hai robkar karda saval jawab khud mikard che khush-numa shud wa gahe surat i khalish azan meharban nami-mand Khairyat ast Alhal bapas-i khatir i dosti i an-meharban ba Sawai Jaipur nawishta shud Insha Allah Taala barwaqt amdan i jawab azin ja filfor ittila ba an meharban ra karda khwahad amad wa yaqin ke khalish bemujib az makanat-i an meharban ahalkaran i Raj nakhwahand sakht Baharwajah dil jamai khud darand wa noe andesha ra darin bab bakhatir-i dosti maasir i khud rah na dehand Ziada che nawishta ayab

Ba mutalai mubahija Rao Raja Sahib bisyar meharban dostan Rao Raja Lachhmansinghji Sallamhu Allaho Taala Mosul bad

Naqal girifta shud Seal of D Ochterlony Marqum bist doyam Mah July San 1824 iswi

TRANSLATION

(From) D Ochterlony (To) Rao Raja Sahib—After compliments—I received your letter saying that the State officials interfere with you without any reason I have learnt the facts in detail The position is this that previously in 1819 A D, I had seen the application bearing General Lake s signature in English and your other Sanads and in conformity therewith instructions were issued to the Officials of the State Accordingly the latter have not hitherto created trouble for you in any way unreasonably But it is strange that you did not produce so many complete sanads at the time when the Treaty was made between the Maharaja Sahib Bahadur and the British Company How much better it would have been had you produced all these complete sanads at that time and discussed the matter personally There would then have remained no occasion of trouble for you However having regard for your friendship a letter has been written to Sawai Jaipur God willing when a reply is received from there you will be informed of it at once It is believed that the State s employees will cause no unreasonable interference with your holdings You should rest quite assured and have no anxiety in this connection Nothing more is necessary

(To) Rao Raja Lachhmansinghji

Copied Seal of D Ochterlony Dated 22nd July, 1824

PRESENT NET ASSESSMENT.

		Rs.
Basic assessment for Fatehpur Pattis	...	50,000 - 0-0
" " " Fatehpur Parganah	..	60,000 - 0-0
" " " Kasli parganah	...	4,312 - 9-0
" " " Ringas	..	2,200 - 0-0
" " " Khandela (27 villages)	...	3,000 - 0-0
" " " Khandela (11 villages)	.	*4,001 - 0-0
Gross basic assessment	.	1,23,513 - 9-0
Additions		2 919 - 0-0 *(a)*
Gross Total		1,26,432 - 9-0
Deductions	..	83,972-13-6 *(b)*
Net present assessment in Jharshahi rupees		42,459-11-6

	S N	Particulars	Rupees	References
(a) Detail of additions	1	Batta	866 0 0	Appendix E
	2	Kharch	2,000 0 0	" O
	3*	Bhent	53 0 0	A G s accounts of St 1930 and his certificate D 10 1 33
		Total additions	2 919 0 0	
(b) Detail of deductions	4	*Jaharpur Mundina villages*	[illegible]000 0 0	Appendix E
	5	Nansu village	2 000 0 0	
	6	[illegible]	25 000 0 0	
	7	[illegible]	16 000 0 0	
	8	[illegible]	3 600 0 0	
	9	[illegible] to for his brothers	10,800 0 0	
	10	Patch	2,000 0 0	
	11	As compensation to Balara for loss of land on partition	7,000 0 0	
	12	Hanotsingh killed in battle with Bhavench	2,000 0 0	
	13	Gopalsingh Ugrawat	1,000 0 0	
	14	Kamdars	430 0 0	
	15	Harkanth Mahajan	50 0 0	
	16	Charity	685 0 0	
	17	For payment in cash instead of in kind (bharna)	7,615 0 6	Appendix O.
	18	Do par (2 %) on 40,198-8-6 .	804 0 0	
	19*	Temple bhent .	50 0 0	Accounts of Sambat 1998
	20*	Temple bhog	354 0 0	
	21*	Exchange at 14% on 38 990-8-6	584 13 0	
		Total deductions	83 972 13 6	

* If these items of addition and deduction are excluded, the net assessment for Sikar becomes Rs [illegible],394-8-6

PROPOSED NET ASSESSMENT

		Rs
Basic assessment for Fatehpur Pattis	.	50 000 0 0
" " " Fatehpur Parganah		60 000-0 0
" " " Kasli Parganah		4 312-9 0
" " " Ringas		2 200 0-0
" " " Khandela (27 villages)	.	3 000 0-0
" " " Khandela (11 villages)		4 001 0 0
Gross basic assessment	..	1 23 513-9 0
Additions		2 919 0-0 *(a)*
Gross Total		1,26 432 9-0
Deductions		55 207 0 6 *(b)*
Proposed assessment in Jharshahi rupees		71 225 8-6
or in round figures		71 000 0 0

	S N	Particulars	Rupees	Reference
(a) Detail of additions	1	Latti	866 0 0	
	2	Kharch	2 000 0 0	
	3	Bhent	53 0 0	
		Total additions	2 919 0 0	
(b) Detail of deductions	4	Tahaipur Mundna villages	3 000 0 0	
	5	Nansu village	2 000 0 0	
	6	Personal kansa	26 000 0 0	
	7	Ludhsingh killed in battle with Jats	3 000 0 0	
	8	Pateli	2 000 0 0	
	9	As compensation to Balara for loss of land in partition	7 000 0 0	
	10	Kamdars	430 0 0	
	11	Harkanth Mahajan	50 0 0	
	12	Charity	685 0 0	
	13	For payment in cash instead of in kind (bharna)	7 615 0 6	
	14	Do par (2%) on Rs 69 998 8 6 (i e 40 198 8 6 mentioned at item No 18 of Appendix U *plus* items No 7 9 12 and 13 of Appendix U)	1 400 0 0	
	15	Temple bhent	50 0 0	
	16	Temple bhog	354 0 0	
	17	Exchange at 1½% on Rs 68 194 8 6 (69 998 8 6 *minus* items No 14 15 and 16 of this statement)	1 023 0 0	
		Total deductions	55 207 0 6	

NOTE BY THE PRESIDENT AND COUNCIL RESOLUTION NO 11 DATED THE 17TH JULY, 1925

No settlement has yet been reached regarding the levy of Raj customs on goods exported into Shekhawati The position so far as I understand it is as follows —

(1) The Raj has recognised the right of Shekhawati Thikanas to levy their own customs duties In fact the whole tract has been treated as Gair Ilaqa

(2) Prior to the construction of the Shekhawati line, duty was charged on all dutiable goods exported from Jaipur into Shekhawati

(3) When however the Shekhawati line was extended difficulties arose as many of the stations are situated in Jagir villages and the Jagirdars object to the establishment of State customs posts in such villages

(4) It was suggested that this difficulty might be overcome by making an arrangement with the Railway Company to collect the State custom dues The objections to this expedient are—

(a) that the negotiation hitherto opened with the Railway Company do not give much promise of the conclusion of a satisfactory working arrangement

(b) the levy of State customs duties in addition to those levied by the Thikanas will kill all traffic on the line and the State will lose heavily by the diminution of railway receipts

(5) Prior to the opening of the railway the State customs barrier lay across the line of communication between Shekhawati and foreign territory on the south—goods therefore in transit to Shekhawati from such foreign territory presumably paid import duty on import into Jaipur territory and export duty on export from Jaipur territory into Shekhawati goods imported into Shekhawati from the north and west paid no State duty In other words the duty charged was a transit duty

(6) It is clearly impossible for customs purposes to treat Shekhawati as part of the Jaipur State as no Raj customs posts can be established on the eastern, western and northern frontiers The logical conclusion is that it must be treated throughout as foreign territory

(7) If this position is accepted it follows that transit duties should not be charged *i e* the Raj should levy no duties on goods in transit from foreign territory to Shekhawati whether by road or rail provided bulk is not broken and similarly no Thikana in Shekhawati should be entitled to levy duty on goods in transit through Shekhawati to Jaipur proper

(8) Khetri has suggested that all customs duties should be reciprocally abolished as between Khetri and Jaipur This is clearly impossible as we do not control the external frontier of Khetri In the alternative it has been suggested that goods consigned from foreign territory to Khetri by rail should be admitted free of Raj customs duty Khetri on its part levying no duty on

goods passing through Khetri by road from foreign territory to Torawati or elsewhere This seems a practicable and fair solution The same question has been raised by Umara

(9) In connection with the Shekhawati tariff, subsidiary questions arise in connection with duties on grain and sugar Seeing that the State under treaty obligations has bound itself not to levy duty on sugar etc, except in towns of a population of 5,000 and upwards Shekhawati is bound by the same obligation and the levy of duties on sugar is ultra vires

Again, we are entitled to claim that the general rule that no duty shall be levied in the Jaipur State on food grains shall be observed in Shekhawati and the recent decision to allow free export to Shekhawati will give us a lever for insisting that these duties shall be removed

Sd L W Reynolds C I E, M C I C S President of Cabinet 25 3 1925

Copy of Resolution No 11, passed at a meeting of the Mahakma Khas held at Mubarak Mahal on Friday the 17th July 1925

11 Resolved that the Thikanas in Shekhawati be informed that the Raj has been pleased to remit transit duty on goods imported by road or rail into Shekhawati from foreign territory, provided bulk is not broken in Jaipur State territory also that the Darbar cannot permit the levy of duty by the Thikanas on goods in transit through Shekhawati into Jaipur State territory, and the levy of duty by the Thikanas on Sugar Gur etc, which is not permissible under treaty obligations between the British Government and the Jaipur State

REPORT

ON

UNIARA

BY

C U WILLS, C I E, I C S *(retired)*

PANDIT SEETLA PRASAD BAJPEYI, C I E,
RAI BAHADUR *(Chief Justice, Jaipur State)*

THAKUR MAHENDRA PAL SINGH OF KOTLA
(U P Civil Service)

FORMING

THE COMMITTEE OF INQUIRY

APPOINTED IN ACCORDANCE WITH

JAIPUR STATE GAZETTE NOTIFICATION No 17164

DATED THE 17TH OF NOVEMBER 1933

Delhi—Printed at the I. M. H. Press

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APPENDICES

ABBREVIATIONS USED IN THIS REPORT

Un	State Papers relating to UMARA
W A	WRITTEN ARGUMENT on behalf of Umara
W S	WRITTEN STATEMENT on behalf of Umara

REPORT

ON

THE UNIARA THIKANA

PART I — INTRODUCTION

1. A copy of Mr Wills' printed report of the 12th of July, 1933, was forwarded, on the 22nd of November, 1933, to the Rao Raja of Uniara's Vakil, with a copy of Jaipur Gazette Notification No 17164, dated the 17th of November, 1933 It was originally intended to invite the Rao Raja to reply to the issues framed in that Notification in February or March, 1934 But it was later decided to postpone the hearing of the case by the Inquiry Committee till the following cold weather

2 Notification No 72 V P O, dated the 6th of April, 1934 expressly declared that Written Statements and Written Arguments, 'together with certified copies of all additional documentary evidence, were to be submitted to this Committee by the Thikanas concerned on or before, the 1st of September — a date which was afterwards changed to the 15th of October, 1934 Uniara however, paid little heed to these orders A bare Written Statement was produced in the beginning of December No Written Argument was offered, and the Rao Raja refused to submit certified copies of his additional documentary evidence until the proceedings before the Committee had commenced The hearing of the case was fixed for the 19th of December, oral arguments were heard on that day and the two succeeding days, the additional documentary evidence was at last produced, Written Arguments were submitted by the 29th of December and the case was then finally closed

3 The Uniara Estate is located in the extreme south of Jaipur It covers an area of roughly 375 square miles and contains approximately

180 villages, distributed among four parganahs — Uniara, Banetha, Nagar and Awan The last-mentioned parganah was a later acquisition by the Thikana It lies between the Bundi State and the Malpura (or Toda Raisingh) parganah of the Jaipur State — of which parganah it was formerly an integral part It is barely contiguous with the other three parganahs These (Uniara, Banetha and Nagar) lie in a fairly compact group between Bundi and the Aligarh tract of Tonk to the south, and the main area of Tonk to the north There was formerly a fifth parganah, named Kakor, which is mentioned in papers of the 17th century (Un B) The town of Kakor seems to have been the original home of the Naruka family of Uniara — and is mentioned as their ' Kotri " in Maharaja Sawai Jaisingh's time (Un 10 A, dated 1727 A D) But, at any rate since the authority of the Jaipur State has been extended over this part of the country, Kakor and the tract round it have generally been treated as a part of Banetha parganah — as is the case at the present day

Part II — PERIOD PRIOR TO UNIARA'S INCORPORATION IN JAIPUR

4 We shall first of all, deal with the Thikana's connection with the parganahs of Uniara Banetha (including Kakor) and Nagar These parganahs are mentioned in the Ain-i-Akbari (1594 A D) as Mahals of the extensive Sarkar, or District, of Ranthambhor in the Subah, or Province, of Ajmer "The Mogul province of Ajmer', Mr Moreland writes in his *Agrarian System of Moslem India*, "represents generally the modern Rajputana In Akbar's time the province was heterogeneous, some parts being administered on the Regulation System while the remainder was left in the hands of Chiefs Judging by the form of the statistics, three districts, Ajmer, Ranthambhor and Nagaur, were mainly administered on the Regulation System" (Op cit p 119) This striking differentiation of Ajmer, Ranthambhor and Nagaur from the rest of Rajputana conforms with one's expectations in the case of the two districts first mentioned, for the headquarters of the Ajmer and Ranthambhor Sarkars were important fortresses, held by the Moguls in considerable military strength Uniara's Pleader challenges Mr Moreland's view, argues that the latter "does not make himself clear as to what he meant by the Regulation System", and then asserts

that according to Moreland the regulated tracts of Ajmer province were under the jurisdiction of Chiefs' (W A 19 and 20) — which is the precise opposite of what Mr Moreland gives as his inference from the Ain's statistics The Ain however, is descriptive of a period considerably anterior to that with which we are now concerned We only refer to it as indicating that in the Ranthambhor Sarkar, the Regulation System was widely prevalent from an early date We shall find abundant evidence presently to show that all the three parganahs of Umara Banetha and Nagar were, towards the end of the Mogul period, under close Moslem control

5 The earliest reliable documents which disclose the status of the Naruka family of Umara in this tract are dated 1708-9 A D (Un 1, 1A, 1B and 1C) These describe Sangramsingh Naruka as a resident *(sakunatdar)* of Umara, who pays the landholding *(zamindari)* dues of his area *(taluq)* to the Officers *(Mutsaddis)* of the Khalsa and to the Jagirdar regularly but who is nevertheless being troubled by Hidayatullah the Faujdar of Ranthambhor The description of Sangramsingh as a mere *sakunatdar*, or resident of Umara precludes us from supposing that he held any recognized authority in the tract The reference also to his payment of zamindari dues shows that he was not the Parganah Headman to whom the term ' Zamindar ' was sometimes applied As Parganah Headman he would not have been responsible for the *payment* of zamindari dues but would have enjoyed the privilege of receiving them The only conclusion consistent with the circumstances as disclosed by these papers is that Sangramsingh's dues were payable by him as a subordinate or ordinary bhumia landholder We give a transliteration and translation of the clearest of these early documents (Un 1A) in Appendix B to this report

C The extent of Sangramsingh's and his son Ajitsingh's subordinate landholding interest cannot now be known The Thikana's Pleader has given in Appendix B to his Written Argument a list of 17 grants of land conferred by different members of the family prior to 1725 A D the date of the first recorded lease or Ijara for the tract taken by Ajitsingh Naruka of Umara from the Jaipur Durbar) He argues (W A pp 11 & 12) that these grants prove that the family were in possession of the whole of " the four parganahs of Kakor Nagar Banetha and Umara (See also W S para 6)

But this is a mere assumption. An examination of the list of 17 grants shows that 12 of them refer to the headquarter villages (*Qasbas*) Kakor and Uniara, where the family resided, three refer to the village of Nagar, while only two refer to outlying villages (one near Nagar and the other near Kakor). No grant at or near Banetha is recorded. It is altogether fanciful, therefore, to infer from these grants that the family were in possession of the whole of these four parganahs. At the same time it may be readily admitted on the basis of these grants and from the evidence of the documents already discussed, that the Uniara Thakurs were important subordinate landholders in the neighbourhood prior to the extension of Sawai Jai Singh's authority over the tract. More than this cannot possibly be conceded on the evidence before us. It is suggested in the Written Statement (App. A, para. 5) that these petty religious and charitable grants indicate that the donor was acting in a sovereign capacity. Such an inference is entirely unwarranted. Grants of this character are freely given by ordinary landholders at the present day.

7. The Uniara's Pleader however is not content to assert the Uniara family's subordinate landholding interest in the whole of the Uniara, Banetha and Nagar parganah. He maintains that there is no historical evidence to prove that the country was ever occupied by the Moguls (W. A. 18). The whole area was in possession of local Chiefs, who paid tribute to the Mogul Exchequer. The land was neither *badshahi khalsa* nor possessed by Jagirdars. The Chiefs on the other hand were all powerful. They were styled as Raja, Rawats, Rawal, Raos or Rao, or simply as Thakurs. But they were all masters of the soil, exercised judicial and magisterial powers, maintained armies by which they went on continuously fighting among themselves, levied taxes and exercised all the functions of a small territorial sovereign so far as their internal administration was concerned. All the Rajas or Chiefs were styled *Zamindars* by the Mogul, but they should in no case be confused with the Zamindars at present (W. A. pp. 23-24). Tradition goes that the present patrimony of Uniara was in the possession of Sisodias in the 14th or 15th century, and that the ancestors of the present Rao Raja took possession of it by conquest or forcible usurpation (W. A. p. 11. See also App. A, para. 11). "The Chiefship of Uniara went by the name of Kakor in the 17th century" (App. A, para. 4).

8 We have searched the Written Statement and Written Argument in vain for any indication of the existence of a Chiefship of Kakor in the 17th century and for any evidence in support of the extreme position enunciated in the preceding paragraph So far as we can judge, that position is an elaborate inference from the two simple facts (1) that Ajitsingh Naruka is described in one document, undated but probably of 1728 A D (Un 27A) as a *Zamindar* of Uniara, and (2) that he is, from 1727 A D onward given the title of *Rao* (see the list of Tazimi Sardars of the Jaipur State for 1727 A D Un 10A) No value attaches to the wholly unsupported tradition of conquest, for such tradition is invariably provided for every Rajput family of standing As to the prefix "Rao", given to Ajitsingh of Uniara in 1727 A D, it is significant that it is regularly employed *after*, but is never found *before*, that date in any record either of the State or of the Thikana It was in 1725 A D, as we shall see, that Ajitsingh obtained the first lease, or Ijara, for Uniara etc. from Maharaja Sawai Jaisingh, and it is natural to infer that the title of Rao was a direct result of the increased consequence that the former secured by reason of that Ijara The Thikana's Pleader, in item No 11 of his Appendix B refers to a grant of 1691 A D by *Rao* Fatehsingh, but the title is not found in the original from which the entry in the Appendix purports to be abstracted The Written Statement is equally untrustworthy Paragraph 5 of that document observes "Copies of two grants of land made in the time of the Rao namely Rao Fatehsingh, are annexed thereto, for the purpose of proving that during the 17th century grants of land were made by the Raos acting in a sovereign capacity This Written Statement is given in Appendix A, and a reference to the documents, which we have transliterated, will disclose neither the title of Rao nor any evidence, much less proof, of "sovereign capacity" The Written Argument (p 54) is as deliberately misleading A parwana of 1731 A D, we are told, "throws light on the nature of Uniara's relationship Rao Ajitsingh is styled *Maharaja Shri Rao Jitsingh* In the end runs the remarkable passage *Beohar ek hi hai kahin bat ki dujai na janyeji i e* 'We are one Don't think that there is any difference between us" But a reference to the original shows that this document is not a *parwana* It is a private letter from a subordinate in Jaipur — probably Uniara's own Agent — and the term Maharaj not Maharaja is employed Such is the quality of the

arguments on which the Thakur's representatives depend

9 The description Zamindar of Uniara is likewise never applied to the Narukas till *after* they had secured their first lease, or Ijara from the State in 1725 A D It is used in two documents only — one of which (Un 27 A) is undated but may be safely ascribed to 1728 A D, while the other (Un R 57) is as late as 1761 A D After Ajitsingh and his successors began, by virtue of their Ijaras to exercise executive authority in the area entrusted to them by Maharaja Sawai Jaisingh it was natural for the Mogul officers to call them 'Zamindars" But this use of the word, after they had secured the Ijara, cannot possibly afford us any indication of their prior status in the tract The whole argument in favour of the 'quasi sovereign rights" (App A, para 18) and independent petty Chiefship' (App A, para 13) of the Uniara Thakurs in these early days turns upon their enjoyment of the titles "Rao' and "Zamindar But, as neither term was applied to them till 1727 A D that argument has no validity On the contrary, the records indicate a marked improvement in Ajitsingh's status as a result of the Ijara conferred on him by Maharaja Sawai Jaisingh — and this is precisely what we would expect

10 There is a still more fatal objection to the claim to independent Chiefship put forward by the Uniara family in respect of their tenure prior to the extension of the Jaipur Maharaja's authority over this tract We find in the State papers overwhelming evidence of close Mogul administrative regulation We have an original document of the 15th regnal year of Muhammad Shah Ghazi (1733 A D) regarding the grant of the lease (Ijara) of 85,60 339 *dams* of *paibaqi* land in Uniara Banetha, Nagar etc to Maharaja Sawai Jaisingh *Paibaqi* lands were those set apart for assignment *(jagir)*, when required, but actually retained as *Khalsa*, paying revenue direct to the Government, pending their assignment (See H H Wilson's *Glossary of Revenue Terms S V)* This lease of 1733 A D from the Naib Amin of the *paibaqi* lands (Un 84 A) gives the following detail —

Parganah	Total dams	Tankha (Jagir) dams	Balance of paibaqi dams
Uniara	40,00,000	27,92,500	12,07,500
Banetha	30,00,000	26,61,000	3,39,000
Nagar	44,20,000		44,20,000
Amkhora	4,00,000		4,00,000
Balona	10,00,000	4,29,263	5,70,737
Dhar	33,00,000	27,51,898	5,48,102
Lotha	6,50,000		6,50,000
Palao	15,20,000	10,95,000	4,25,000
		Total	85,60,339

A translation of this document is given in Appendix E. In the next year (1734 A.D.) we have another original grant from the Mogul 'Amin of the *paibaqi* lands of the Ranthambhor Sarkar in the Subah of Ajmer" for the lease to the State of 82,31,007 *dams* (Un 85). In 1736 we have another original document which shows that the *paibaqi dams* of Banetha and Nagar had been given out in *Tankha Jagirdaran*, and only 34,72,007 *paibaqi dams* including 12,07,500 *dams* of Uniara parganah, were available for lease to the Maharaja (Un 93). The same position is disclosed in another original lease of 1738 A.D. (Un 116B). Thus we see that each parganah had been surveyed in Mogul times and the whole valued in *dams* for assignment purposes — and the system is so well recognized and established that Maharaja Sawai Jaisingh is content to take a separate lease of any *paibaqi* lands that are left over, after assignments in the tract have been made by Mogul officers to various Jagirdars.

11. The existence of these numerous Jagirdars and the control of the disposal of the *paibaqi* lands by the Amin's Office in Ajmer is, in itself, conclusive proof that the three parganahs of Uniara, Banetha and Nagar were under the Mogul Regulation System. For Uniara parganah we have further proof in a series of no fewer than seven separate orders, bearing the Qazi's seal, addressed to the Chaudhris and Qanungos of the parganah intimating

the transfer of *dams* from one Jagirdar to another (Exn. 11 and 29 to 31.) We also have an order issued to the Patwaris and Qanungos of parganah Uniara regarding the appointment of Treasurers (Fotedars) for the jagir mahals under Ranthambhor. It is thus proved beyond the possibility of question that even after the extension of Sawai Jaisingh's authority over the tract by means, as we shall see, of an Ijara from the Faujdar of Garh Ranthambhor, the parganahs we are considering were under official regulation by Officers of the Mogul Government. *A fortiori* we can infer that that regulation was still more effective prior to the Maharaja's Ijara.

12. The Thikana's Pleader conscious of the obvious inferences to be drawn from these papers is forced, like Thikana Counsel in the Panchpana-Singhana case, to propound an entirely original description of the Mogul administrative system that will not conflict with his assertion that the Uniara Thakurs were at this time Independent Chiefs. He writes: "There were jagirs of lands as well as jagirs of cash. In the former case the assignee was given a mahal or parganah whose estimated rent or government revenue was equal to his pay. Jagirs of cash were those assignments where the tribute of a Chief was assigned to the Jagirdar. In such a case the Jagirdar had absolutely nothing to do with the land. He was only authorized to realize so many *dams* or an equivalent sum in rupees, from a particular parganah. No confusion should be made between these two kinds of *jagirs*. When a Mansabdar was assigned certain *dams* from a parganah he was only entitled to realize that amount from the Chief of the parganah who would deduct it from the tribute that he paid to the King." (W. A. p. 21 — see also App. A, para. 8)

13. It is difficult to deal seriously with a theory of this kind evolved solely for the purposes of the present case, unsupported by any evidence and running counter to everything that is known or has been written about the *jagir* system in India. To speak of a *jagir* of cash is a contradiction in terms. The general idea indicated by the word *jagir*, as Mr. Moreland tells us, was that *instead of paying cash*, the State provided for future pecuniary claims by assigning to the claimant the King's share of the produce of a *specified area*, the assignment carrying with it the grant of executive authority sufficient at any rate to enable the

assignee to assess and collect the amount due This institution is the most prominent feature of the Moslem agrarian system *(Agrarian System of Moslem India* p 9*)* It is indicative of the straits to which the Thikana's representatives have been reduced in this and the Panchpana Singhana case that they are compelled to assume what they have got to prove (namely the Independent Chiefship of the Thikanedars) and then to offer such an imaginary description of the Mogul agrarian system in Rajputana as will conform with their own hypothesis The fact that the *dam*, under the Mogul system in the 17th and 18th century was merely the nominal unit in which the valuation of land was expressed is itself *a refutation of this new theory of jagirs in cash*

Part III—EXTENSION OF JAIPUR MAHARAJA'S AUTHORITY OVER UNIARA ETC

14 In order to explain the rather complicated procedure by which Maharaja Sawai Jaisingh extended his authority over the parganahs of Uniara Banetha and Nagar we must outline the Mogul system of administration in the tract The Ranthambhor Sarkar or District (of which these parganahs formed a part) was included in the Subah or Province of Ajmer But inside the Ranthambhor Sarkar which was noted for its huge extent there was an administrative subdivision specially attached to the famous fortress of Ranthambhor and under the separate control of its Commander This administrative subdivision of the Ranthambhor Sarkar constituted the Faujdari of Garh Ranthambhor to which such frequent reference is made in the State papers This subdivision can be roughly defined from the information given us by two documents of 1726 S A D (Un 26 and 27 D) It comprised (1) the tract round Bonli and Bonda (2) the area round Bhagwatgarh (3) the area now in the Uniara Thikana and (4) certain tracts held by Hadas now in the Kotah State whose tribute (which is still paid to Jaipur) is doubtless a relic of Sawai Jaisingh's demand from them after he had leased the Faujdari of Garh Ranthambhor

15 An evil prevalent in the degenerate days of the Mogul Empire was the sale of office Mr Irvine *(Later Mughals* Vol II p 107) writing of 1722 A D, observes "One of the greatest abuses was the practice

of granting office upon the receipt of a bribe to the Emperor, dignified with the name of *peshkash* or offering of the first-fruits. So ubiquitous was this pernicious practice that it was possible to take from a Mogul officer the lease of his office on contracting to pay him an annual *peshkash*. We have already seen, in the case of Pinchpana Singhana (*vide* paragraph 37 of our report on that area), how in 1739 A D Maharaja Sawai Jaisingh himself gave to Sadulsingh and his son the Ijara or lease, of the *peshkash* of the Faujdari of the Nahar pargannah Singhana, in respect of Garh Ranthambhor Maharaja Sawai Jaisingh himself regularly took the Ijara, or lease, of the Faujdari on payment of a *peshkash*. We find numerous references to these transactions. The first occurs in 1724 A D (Sambat 1781), when Rs 31,300 was paid to Sayyid Hasan Khan for the Ijara of the Faujdari of Garh Ranthambhor (Un 9 A). In 1727 Rs 34,000 was paid for the same Ijara to Saduddin Khan, who now held the office of Faujdar of Garh Ranthambhor (Un 22). In 1728 A D Rs 27,500 only was paid (Un 40). In 1729 A D Rs 38,000 was paid (Un 49 A), and the same figure is recorded for 1730 (Un 69 A) and 1731 A D (Un 74 A). In 1732 A D the Maharaja's Minister at Delhi (Jagram) reports that as much as Rs 10,000 in excess of Rs 38,000 has been offered by other bidders and that he has, therefore, had to raise his payment to the Faujdar, Saduddin Khan to Rs 42,000 for the Ijara of the Faujdari of Garh Ranthambhor (Un 80C). After this, apparently, the payment, with certain other inevitable expenses became as usual stabilized, and we find Rs 44,000 with an addition of Rs 5,000 or so for other expenses, paid in 1734 (Un 86A), in 1735 (Un 92 A), in 1736 (Un 103A and 107), and in 1738 A D (Un 116A). Thereafter documentary evidence fails us except for a vague reference, in Accounts of 1742-3 to a sum of Rs 16,000, paid on account of sureties produced for an Ijara taken from "Nawab Saduddin Khan, Faujdar, Garh Ranthambhor and Kalakh" (Un 168 A). Both Saduddin and Maharaja Sawai Jaisingh died in 1743 A D. Maratha suzerainty was imposed upon this part of the country in 1750 A D, and after that we may presume that Ijaras for the Faujdari of Garh Ranthambhor from the Mogul Officers finally ceased. In 1753 Maharaja Madhosingh was given in *Inam*, or free gift, the custody, or Qiledari of the Ranthambhor Fort which has remained in Jaipur territory ever since. According to the original Firman of 1753 A D, which is still extant, Maharaja Madhosingh was given "ba tariq-i-Inam",

the Qiledari of Qila Ranthambhor, Subah Ajmer together with the Topkhana (artillery) and its appurtenances and the attendant service (*lawazim*) as left by Ziauddaula Saduddin Khan Bahadur. We may be certain that at any rate from 1753 A D onwards the Faujdari of Garh Ranthambhor ceased to have any separate significance and that full political and administrative authority over the tract thereafter rested with the Maharajas of Jaipur.

16 Having now explained the character of the Faujdari of Garh Ranthambhor and the means by which the Jaipur Darbar acquired the authority attaching to that office we must go back again to the early years after 1724 A D. The administrative power secured by the lease of the Faujdari of Garh Ranthambhor was not sufficient to establish Maharaja Sawai Jaisingh's undivided control of the tract. He had also to satisfy the Mogul Officers at Ajmer who were in charge of the *paibaqi* or Khalsa lands, available for assignment (but not assigned) to Jagirdars. There was an Amin with his Naib in charge of the *paibaqi* and in 1732 A D the Maharaja paid Rs 3494 2 0 for 8560339 *dams* of *paibaqi* land of which the detail is quoted in paragraph 10 above (Un 84A reproduced in Appendix E). In 1733 the *paibaqi dams* available were 5831007 and Rs 3291 was paid for them (Un 85). In 1734 we find that some 52 lakhs of *dams* mostly in the Nagar parganah had gone to Fateh Muhammad and others in *jagir* (Un 90) with the result that in 1735 A D only 3472007 *dams* of *paibaqi* were available for Ijara from the *paibaqi* Amin for which the Maharaja paid Rs 1910 8 0 (Un 93). The same payment for the same number of *paibaqi dams* was repeated in 1737 A D (Un 116B).

17 At the same time as he leased the *paibaqi* lands the Maharaja had to settle with the Jagirdars — for example with Fateh Muhammad and others (above mentioned) for their 52 lakhs of *dams* (Un 90) and with Qazzak Beg and others to whom Rs 580 12 0 was paid for 1016997 *dams* in the Uniara parganah (Un 155A) while in 1744 A D Rs 873 was paid to Qazzak Beg and others for 1528997 *dams* mostly in the Uniara parganah (Un 189 — see also 198). Thus by combining Ijaras for *paibaqi* and *jagir* lands with his Ijara for the Faujdari of Garh Ranthambhor Sawai Jaisingh established full control over the greater

part, if not over the whole of the tract around Uniara, Banetha and Nagar

18 Control being secured it was possible for the Maharaja to give the tract on a single lease to his own Agent Ajitsingh Naruka was the natural person to select, and accordingly, we find that in 1725 A D, the year after the Maharaja's first Faujdari Ijara from the Moguls (Un 9B), the Ijara of the Faujdari of Garh Ranthambhor was subleased to Ajitsingh Naruka in respect of the area comprised in 'Uniara etc.' (Un 9A) The cost of the Faujdari was so much greater than that of the *paibaqi* and *jagir* lands that it was usual only to mention the faujdari in the Ijaras given to Ajitsingh Thus, while his payments of Rs 26 750 in 1727 and 1728 A D are shown in one set of accounts (Un 27 D) as *mal* and *peshkash* from the Faujdari Garh Ranthambhor they appear simply as Faujdari Garh Ranthambhor in other Accounts of 1728-1732 More detail is given for 1730 A D Two original documents (Un 62 and 63) record that Ajitsingh Naruka was assessed, for Peshkash Faujdari and paibaqi of Garh Ranthambhor in respect of the parganahs of Uniara etc, to Rs 32 750 which included —

	Rs
For peshkash Faujdari and for paibaqi	26 750
Subedari (presumably a payment to the Subahdar of Ajmer)	3 000
Kher Kharch (military expenses)	3,000
Total	32 750

A copy of Ajitsingh's original agreement (Un 62) is given in Appendix D Similar details are repeated in 1731 A D — though a reduction of Rs 5 000 was allowed in that year on account of famine (Un 78) But the total payment soon became conventional — so much so that it can still be recognized as we shall presently see as part of the calculation on which Uniara's present assessment rests

19 Before passing on to the further detail of Uniara's present assessment we may emphasize the significance of the fact that that assessment originally rested upon an Ijara The Thakurs Pleader has tried in

vain to evade the inferences inevitably to be drawn from this essential circumstance He claims that "the papers fully support the contention of the Thikana that it was an Independent State during the time of the Moguls, paying a fixed tribute to the Royal (Mogul) Exchequer" (W. A pp 7-8) — a proposition for which, as we have seen, no evidence is forthcoming He even, in the face of the documents which we have already noticed, has the temerity to say that "there is no historical evidence to prove that the country was ever occupied by the Moguls" (W A p 18) and that 'Ranthambhor had no connection with Uniara" (App A, para 15) He suggests that Sawai Jaisingh took from Saduddin Khan "not the Ijara of the post of Faujdar, but only that of collection of tribute from the Chiefs of the Faujdari or Sarkar of Ranthambhor" He has failed to perceive that Garh Ranthambhor was an administrative *subdivision* of Sarkar Ranthambhor, and he confuses the Qiledari of the Fortress (which Maharaja Madhosingh only obtained in 1753 A D) with the Faujdari of Garh Ranthambhor which Maharaja Sawai Jaisingh obtained nearly thirty years earlier He professes to be unable to understand the meaning of *paibaqi*, and argues that "*paibaqi* and tribute payable to the Faujdar were identical or one and the same thing *Paibaqi* had no connection with reserved Crown lands, so far as the Chiefship of Uniara is concerned Not a single inch of Crown land can be pointed out in the area of Uniara Thikana' (W A p 32) Seeing that the State was regularly leasing several million *dams* of *paibaqi*, or khalsa, lands from the Mogul *paibaqi* Amin throughout this early period, it is plain that the Thikana's Pleader is merely substituting vehemence of assertion for rational argument

20 *There can, in fact, be no question but that Ajitsingh Naruka* originally derived his superior tenure over the main block of his present Thikana from the Ijaras that he took from the Maharajas of Jaipur In the first grant to him in 1725 A D (Un 9-see App C) the Ijara of the Faujdari of Garh Ranthambhor is specifically mentioned on each of the three occasions on which he made payment, on this account, for the portion of the administrative subdivision under Garh Ranthambhor that was entrusted to his charge So too in 1747 A D we have again, in a document of Maharaja Madhosingh's time (Un 207), an explicit reference to the Uniara Ijara held by Sardarsingh Naruka the son of Ajitsingh This

being so the fact that the State's figures of demand from Uniara at the present day can without the least difficulty, be linked up with an original Ijara assessment is to our mind proof conclusive that whatever the status of the Thikana now may be deemed to be it unquestionably has its root in the original Ijara of 1725 A D for part of the Faujdari of Garh Ranthambhor taken by Maharaja Sawai Jaisingh from the Moguls

Part IV—The Assessment of Uniara Thikana

21 We have shown in paragraph 18 above that the Ijara assessment for the Faujdari of Garh Ranthambhor in respect of so much of that area as was given to Ajitsingh Naruka by Sawai Jaisingh was originally Rs 26750 and that this assessment was subsequently raised to Rs 32750 In addition to the tract covered by this Ijara, Ajitsingh held the village of Suroli in the Sherpur pargana immediately adjoining the boundary of the Barnetha pargana In Suroli also as previously in parts of Uniara etc his original position was apparently, that of a mere Bhumia or village landholder This is suggested by a document of 1717 A D (Un 4 A) in which we are simply told that 1 95 270 *dams* of Suroli are held by Sangramsingh (the father of Ajitsingh) But in 1730 A D we find one Chaudhri Khushalsingh standing surety for a sum of Rs 1 435, on behalf of Ajitsingh on account of the *Ijara* of the village of Suroli for St 1786 (Un 64—See App I) This amount was subsequently amalgamated with the main Ijara for Rs 32750 making a total of Rs 34185 This figure with an unexplained addition of four annas is the main item in the Uniara Thikana's assessment at the present day having stood unaltered for more than 200 years

22 The Thikana's Pleader is unable to accept this simple position in regard to Suroli village He promotes the village to the rank of a *taluq* held by the Rao Raja of Uniara on the same tenure *i e* vassalage and payment of fixed tribute (W A p 45) By what process he establishes the tenure of "vassalage and the right to pay only a fixed tribute from the original papers before us is not explained In regard to the specific reference to an Ijara for Suroli in 1730 A D (Un 64) he merely observes that the State papers are not a trustworthy guide for

finding out the tenure of the Rao Raja of Uniara in Suroli taluqa It is, therefore, submitted that the Uniara family has got the same status in Suroli as it enjoys in the parganahs of Uniara Nagar, Banetha and Kakor Throughout the last two centuries no distinction has been maintained between the two" (W A p 46) We accept the view that Suroli was held on the same tenure as Uniara etc — but that tenure was originally no more than an Ijara It was from this Ijara tenure — not from their tenure as subordinate landholders of particular villages included in that Ijara — that the superior position of the holders of the Uniara Thikana subsequently developed

23 One more area was acquired by the Uniara family in 1749 A D This was the Awan taluq It originally formed part of the Toda Raisingh (now Malpura) parganah. This whole parganah was given by Maharaja Sawai Jaisingh to Ajitsingh and to two other Narukas in *Zamindari* and *Watan* in 1728 A D (Un 37 and 41), to be held by them under an Ijara, the assessment for which was fixed in the third year at two lakhs of rupees (Un 46) (On this occasion the term 'Zamindari' clearly indicated the grant of the office of Parganah Headman) This Ijara was still in force and working smoothly in 1742 A D (Un 189) and 1745 A D (Un 195 and 201) but thereafter we find few references to it It is possible that the Narukas lost their main Ijara for the whole Toda Raisingh parganah about this time, and that the grant of the Awan taluq in 1749 A D to Sardarsingh the son of Ajitsingh, was in some measure intended as compensation for this loss In any case the grant of Awan taluq was a valuable concession and Rs 30 000 was paid as *peshkash* for it (Un 213 and 215) The grant of 1749 A D records that the headquarters village (Awan) had been conferred in *Inam* on Rao Sardarsingh of Uniara by the late Maharaja (Sawai Jaisingh) and that now twelve additional villages are conferred on him under an Ijara on the usual assessment It is added These villages are conferred on you under a permanent lease as your patrimony (*Yih gaon thane istimrari watan jun bakshya chhai*) A transliteration and translation of this document (Un 208) are given in Appendix G The Ijara assessment at this time is not specified, and there were subsequent disturbances of possession But, eventually before the close of the 18th century,

the figure Rs 6942-8-0 became stabilized (Un 276 and 279) and remains the basis of the Uniara assessment for this taluq or pargannah to the present day

24 We may, with a view to elucidating the question of land-tenures in the Jaipur State draw attention to the fact that this grant of an Ijara istimrari watan jun is, in form the highest kind of superior land-tenure ever conferred by the Darbar, so far as we can ascertain from our study of the history of Jaipur's territorial Thikanedars But Uniara's Pleader is not content with it He maintains that Uniara secured by the grant of 1749 A D the same rights in the villages of this taluq as he enjoyed in his Watan, i e, Nagar Banetha, Uniara and Kakor It may be argued that the parwana does not specify the names of Uniara Nagar Banetha and Kakor, but it is not suggested that these parganahs were not the original patrimony, or Watan, of the Rao Raja of Uniara or that some other area was such Watan No twisting of words can change the legal position of Uniara family in Awan taluq As the Pleader admits his interpretation of the grant as incorporating Awan in the Uniara Thikana is hypothetical and is not borne out by the terms of the document itself But we need not join issue with him on this point for it may be readily admitted that the Uniara family, under this grant of 1749 A D secured a title in Awan which was as good as if not better than their title in Uniara Nagar and Benetha These, as well as Awan were areas in which the family's *superior* landholding tenure was unquestionably based upon an original lease or Ijara from the Jaipur State — a form of tenure which at a very early date acquired a permanent and heritable character and so constituted a valuable form of landed property But this superior right of property in land was the outcome of a grant from the Jaipur State, and can in no wise support the Thikana's present claim to a sovereign authority and political jurisdiction independent of the Jaipur State

25 We may now summarize the figures of assessment for the Uniara Thikana to which reference has been made in this part of our Report They are as follows —

Ijara of Faujdari, Garh Ranthambhor, in respect of Uniara, etc.	Rs	26 750
Subedari	,,	3 000
Military expenses (*Kher Kharch*)		3 000
Ijara for Suroli village	,,	1,435
Ijara for Awan taluq	,,	6 942 8
Total	Rs	41 127-8

This total, with an unexplained addition of four annas is the basis of the present demand from the Uniara Thikana The full detail is given in Appendix H

Part V — THE EARLIER MARATHA PERIOD — 1850 TO 1890 A D

26 In view of the readjustment of the Mogul Agrarian System by Uniara's Pleader to suit the exigencies of his argument we need not be surprised to find a similar readjustment of local history during the Maratha period, designed to prove that Uniara was then as always a Sovereign State or Chiefship practically independent of Jaipur The Pleader writes In 1752 the Peshwa was appointed Subedar of Ajmer (including the Faujdari of Narnaul) and this gave the Marathas a formal right to levy tribute from Jaipur, the Chiefship of Uniara and other States Since that time till 1818 the Chiefship was a tributary of the Marathas though occasionally tribute was levied from the Maharaja as head of all the Kachhwaha clan Yet generally Uniara, being situated on the boundaries of Malwa and cut off from the remaining territories of Jaipur by the pargannah of Tonk which was in the direct possession of Marathas, was fleeced separately During this period the Chiefship secured no protection from the Maharaja (W A p 75)

27 For the period 1754 to 1771 A D we have now the recently published second volume of Sir Jadunath Sarkar's *Fall of the Mughal Empire* A reference to Chapters XVIII and XXIV of that work will show that during this period Maharaja Madho Singh maintained a stout resistance to the Maratha menace although he was compelled to pay tribute His realizations from Uniara were small and irregular but there is not the slightest

reason to suppose that Uniara, as is stated before us, broke away from Jaipur and became a regular tributary of the Marathas On the contrary, the State still possesses account sheets of payments and arrears from 1756 to 1770 A D (Sambat 1813 to 1827, Un 245B) and again from 1784 to 1792 A D (Sambat 1841 to 1849 Un 271) and again from 1802 to 1816 A D (Sambat 1859 to 1873 Un 276) On one occasion, in 1859 A D, Rao Sardarsingh terrified by the Marathas' successful siege of Barwara, came to Malhar's camp with offers of tribute as the price of peace' (Sarkar, Op cit II p 197) He also, shortly afterwards, secured a Mansab of 4000 horse and the title of Rao Raja Bahadur from the nominal Emperor, Shah Alam II But Maharaja Madhosingh was able quickly to bring his recalcitrant subordinate to his senses, and the details of this episode, summarized in Appendix J, are deserving of notice as showing the complete submission to which Uniara was reduced

28 We have first (Un 230) a State *parwana* to the Amils of Parganah Toda Raisingh, directing them ' to make khalsa all the villages of the said parganah, including those of taluqa Awan held by Rao Sardarsingh Naruka, and to collect the revenue thereof ' The Maharaja led a force against Uniara in person The fort was captured, outlands of Sardarsingh's property were seized (Un 232A), and we have record of the reward paid to one of the State's ' golandaz ' for his effective service of artillery in bringing down one of the bastions of the fort of Uniara (Un 232B) Eventually " Rao Sardarsingh Naruka, son of Ajitsingh of Uniara , was, on Bhadwa Sudi 1, St 1818, ' brought by Tiwariji to the Uniara house (at Jaipur) His hands and neck were tied with a cotton rope and he was brought to make obeisance to the Maharaja in full Darbar ' (Un 233) He was then fined twenty lakhs of rupees, towards which, in the same year 1761 A D , there is an entry of Rs 1,71,909-6-0 credited into the State Treasury (Un 238) On Sardarsingh being thus humbled before the Maharaja and showing his penitence in a practical form, he was in the following year (1762 A D), restored to favour on the intercession on his behalf, of the Jat Raja Surajmal His former estate was given back to him together with the title of Rao (Un 242 & 244) and the position of " tazim " which he had previously held The Thikana's Pleader would like to weaken the effect of Uniara's submission by treating the description of Sardarsingh's appearance pinioned before the Maharaja as mere

"bardic exaggeration" But the importance of this episode cannot be denied It is the only occasion on which Uniara is known to have plainly challenged the State's authority, and the punishment meted out to him proves the absurdity of his present pretensions to an original and continuing Independent Chiefship Even had the Thikana been able to point to an original independence, that argument in its favour would have been nullified by its "conquest" by Maharaja Madhosingh in 1761 A D

29 Of the Thikana's boast that it was, for more than half a century, a tributary of the Marathas, we have no further evidence of any kind until 1776 A D, when we find a sum of Rs 8,000 paid by Rao Sardarsingh to Ambaji Hingle (Un R 72) The Thikana's Pleader, however, maintains that, throughout this period, 'Uniara went on paying its regular tribute to the Marathas" (W A p 65), but, characteristically enough, the only document he can quote in support of this contention is a letter of demand for the revenue of Uniara (Un R 82) which, on examination proves to have been sent, not by the Marathas but by the Jaipur State. We have to wait till 1786 A D before any further valid evidence of direct Maratha collections from the Rao of Uniara can be produced (Un R 100, 102, and 103) But again the Jaipur State rose to the occasion, and the Marathas and De Boigne were defeated by Maharaja Pratapsingh at the battle of Tunga (*alias* Lalsonth) in 1787 A D Rao Bishansingh rendered signal service on this occasion, and the Uniara family still treasures the recognition it then received from the Jaipur State namely, the hereditary privilege of a salute of five guns on arrival at, and on leaving, the Darbar A transliteration and translation of the Ruqqa Khas (Un R 101) issued in this connection are given in Appendix K Shortly afterwards Bishansingh of Uniara was further honoured by the grant of the title of Rao Raja (Un 268), which his descendants still enjoy Thus, up to the end of the period prior to the Time of Trouble the Naruka Thikanedars remained in honoured subordination to the Maharajas of Jaipur from the date (1762 A D) when Sardarsingh regained the title of Rao, after his rebellion, down to 1788, when he received the higher rank of Rao Raja It is surprising that the present Rao Raja whose status and dignity rest wholly upon past services rendered to the Rulers of Jaipur should seek to tarnish the record of his Thikana by pretending that his ancestors

abandoned their natural allegiance to the State and remained in regular subordination to the predatory Marathas

30 We may now attempt some definition of the status to which the Rao Rajas of Uniara had attained before the Time of Trouble began They were, as we have seen in origin — so far as their *superior* landholding tenure was concerned — nothing more than Ijaredars leasing from Maharaja Sawai Jaisingh the administrative functions of the Faujdari and the right to collect the revenue in a definite area which approximately comprised the three Mogul parganahs of Uniara, Banetha and Nagar The main constituent in their tenure was the lease of the Faujdari for which under their Ijara they paid a large annual *peshkash* That tenure soon assumed a permanent character The assessment became standardized and invariable, and the rights over the area within their jurisdiction became hereditary in the family and were transmitted by primogeniture The Ijara for the village of Suroli was subsequently amalgamated with the general Ijara for the Faujdari, and to this again was added the Ijara of the Taluq of Awan, which the family secured under an istimrar and Watan grant in 1749 A D By 1790 A D they had acquired a permanent and heritable but impartible and inalienable, tenure in their whole estate

31 We find no indication of any deductions from the annual assessment on account of *jagir* or other grants involving regular attendance at the State headquarters, but there is abundant evidence of the Uniara Narukas liability to military service This was being constantly requisitioned, and in the papers produced by the Thikana the most striking feature is *the frequency with which the summons to 'attend with forces' was issued* from Jaipur to this subordinate estate Presumably (and occasionally this is specified in the summons) payment was made in proportion to the service rendered but in any case the liability to service is proved beyond the possibility of doubt We have, therefore no hesitation in concluding that by 1790 A D Uniara was an estate held on a permanent superior landholding tenure subject to a conventionally fixed assessment with a liability to military service on demand from the Jaipur State attached to that landholding tenure In short, Uniara was plainly and unmistakeably, a "Feudatory of Jaipur in the true sense of that term holding a certain

tract of country from the lord of the land under a *grant* the terms of which involved the payment of a certain rent and the provision of military service Within his own borders the Rao as he was up to 1788 A D, exercised in accordance with Mogul custom wide administrative and executive powers But he had no sovereign rights whatsoever He was a creation of the Jaipur State and was subordinate throughout to the Jaipur Maharaja On the one occasion in the 18th century when he dared to falter in his allegiance he suffered condign punishment He exercised many of what are now regarded as sovereign functions taxing the people and raising armed forces for offence and defence, but these were customary privileges and were not in those days in any sense indications of political independence The Rao Raja of Uniara had no *inherent* sovereignty His authority was derived from a grant issued under the authority of the State of which the Thikana formed an integral part

PART VI — THE TIME OF TROUBLE & THE SETTLEMENT OF 1818

32 It is significant of the character of Tod s Annals of Amber that he never once from the beginning to the end of his treatise on the Jaipur State, mentions the name of Uniara That Thikana finds no place even in his statistics (op cit p 1434) which include a " schedule of the Revenues of Amber for St 1858 (A D 1802-3)' with detail of the income from the Faujdari of Amber (Rs 12 000) the Faujdari of Jaipur (Rs 8 000) and the vegetable market (Rs 3 000) and an enumeration of the Rajawat feudatories (Barwara Isarda etc) and the Haravati Kotris (Indargarh etc) The Rao Raja of Uniara had gained his title not like Sikar and Khetri, in the degenerate days of Maharaja Jagatsingh and the Minister Misr Sheonarayan but by the favour of Maharaja Pratapsingh when at last the latter had defeated the Marathas Sir David Ochterlony could describe him in 1818 A D as the most respected Thakur of the State who has certain hereditary claims to distinction and precedence His Mamla, or net Revenue assessment was almost equal to that of Sikar and exceeded that of Khetri and every other Thikana with which we have had to deal Metcalfe entertained the idea of a separate British alliance with Uniara Yet for Tod this Thikana apparently had no existence

33 In view of Tod s silence we have little to record for the period

between 1790 and 1818 A D The Time of Trouble was ushered in by Sindia and De Boigne's victories at Patan and Merta in 1790 A D, which placed Jaipur and Jodhpur at their mercy Maharaja Pratapsingh is found writing to Rao Raja Bhimsingh, in the same year, to say that Rs 75 001 has been fixed as the sum due from the Rao Raja to Patelji (Sindia) and that he should pay the amount (Un R 110) In 1792 A D the position is curious We find accounts which show that De Boigne "expended" Rs 76,159 in connection with Siwar and Uniara and "realized" Rs 1,04,850 from them In fact both these sums were paid by Siwar and Uniara (S 183) In the same year we have a *parwana* (Un 271) from the Darbar, addressed to Bhimsingh of Uniara saying that the latter had credited an *excess* of Rs 1,21,131-3-0 on account of his Subah" assessment (as the old Faujdari *peshkash* was now termed) and that all revenue from his Thikana would therefore be remitted for the three years 1793 to 1795 A D (St 1850 to 1852) The only explanation we can offer for these papers is that the State agreed to set off Uniara's excess payments to the Marathas against the revenue payments due to the Darbar From 1802 to 1818 A D we possess a regular series of accounts (Un 276) which show a demand for these 16 years totalling Rs 6 58 044 — *i e* the annual demand (Rs 41,127-12) multiplied by 16 The realizations were as follows — In 1802 Rs 49,067, in 1803, Rs 38 318, in 1804, Rs 23 961 , in 1805, Rs 6,597 , in 1807, Rs 185 and in 1810 Rs 1,335 These figures reflect the collapse of the central administration of the Jaipur State after the withdrawal of the British alliance in 1805 From 1806 to 1816 practically no revenue could be realized from Uniara

34 In 1816 the British renewed negotiations for an alliance with Jaipur, but the latter evaded final acceptance of a treaty, partly owing to their abandonment in 1805 but chiefly owing to the influence in the counsels of Maharaja Jagatsingh of certain Thikanedars whose "hopes and ambitions' (in the contemporary writer Mr Prinsep s words) were fostered by the continuance of anarchy In order to bring pressure upon the Jaipur Court, Mr Metcalfe, the Resident at Delhi in charge of the Treaty negotiations, deliberately encouraged advances from Khetri and Uniara with a view to *separate* alliances between these Thikanas and the British Government, in case Jaipur itself stood aloof This manoeuvre had an immediate

effect; and the Treaty between Jaipur and the East India Company was signed on the 2nd of April, 1818.

35. In his despatch of the 29th of January, 1818, Metcalfe reported to Government upon the separate "Conditional Engagements" that he was negotiating with Khetri and Uniara. It was clearly a somewhat delicate proceeding to negotiate with subordinate holders and also with the principal authority at one and the same time. Metcalfe's approaches to the former were made without previous sanction (as he himself tells us); and he defends his action in the following words: "The arrangement would be, I conceive, perfectly justifiable in the event of the perseverance of the Court of Jypoor in its procrastination and evasion. These Chiefs are Dependents and Tributaries, not subjects. They are independent Rulers in their own territories. They pay Tribute or Military service or both to the Raja of Jypoor, and are entitled to protection. If not protected, their obligations cease, and they have a right to carry their Tribute and Allegiance where they can obtain security in return". This was a political principle of a rather dangerous kind, justifying desertion in the hour of defeat. Fortunately we need not stress the estimate which Mr. Metcalfe offered in justification of his *conditional engagements — for they remained in force only for a few weeks.* The threat of territorial dismemberment was sufficient to bring Jaipur to its knees; and a treaty with the British was accepted.

36. Territorial consolidation was the natural corollary to withdrawal of the threat of territorial dismemberment. Accordingly we find, in the 8th Article of the Treaty itself, a specific declaration that "the Maharaja *and his heirs and successors shall remain absolute rulers of their territory and their dependents* according to long established usage" (a form of words which appears in no other treaty of the period); and, as Aitchison tells us (Treaties Vol. III p. 55), "the first duty urged on the Maharaja, after the conclusion of the Treaty, was the resumption of the lands usurped by the Nobles and the reduction of the Nobles to their proper relation of subordination to the Maharaja". Active measures for the rehabilitation of the Maharaja's authority over his recalcitrant Thakurs were at once taken by Sir David Ochterlony, who had, meanwhile, taken over the duties of Resident from Mr. Metcalfe. Articles of Agreement were, at his suggestion, drawn up by the Officers

of the State on the lines followed by Tod at Udaipur, and amongst others, the Rao Raja of Uniara was, on the 21st of June, 1818, called upon to sign them The circumstances in which he did so are thus described in Ochterlony's despatch of the 22nd of June 'I had not been long absent when I was again requested to attend, and I found them all busily employed in affixing their signatures The Rao Raja of Uniara the most respected Thakoor of the State and who has certain hereditary claims to Distinction and Precedence was, when I returned expressing his reluctance to sign any Paper, as he said it seemed to imply some past Breach of Duty and Obedience, and, as he was, and ever had been, a most faithful Vassal he could not see the necessity of his signing a Paper which could bear such an Interpretation As this personage had not a single motive, on the score of usurpation to withhold his signature, I gave him every credit for dignified feeling, but said that I had little expected from him of whose sentiments, good sense and character I had received the most favourable impressions, to meet with any objection to arrangements which were intended to promote the Honour and Dignity of the Raja and the Interests of his State. That, tho this was our first meeting I had always hoped to have the aid of his influence and advice whenever I sought to place the Raja in the state which his ancestors had enjoyed He replied that no one could more anxiously wish it, and he hoped by my assistance that the Raaj would flourish and immediately signed the paper, and it was instantly announced to me that every Chief had signed

37 By affixing his signature to the Articles of Agreement Uniara acknowledged his subordination to Jaipur He was not affected by the resumption clause in the 2nd of the Articles for he had been guilty of no usurpation Nor was he liable to the Jagirdars' regulations in Article 8 for he held no Jagir But the rest of that Paper was plainly binding upon him Ochterlony wrote By this act also they (the Sardars) have given assent to certain points which will be salutary in the general management of affairs, and the administration can always refer to their own signatures should they at any time violate the Articles agreed on'

38 With reference to Ochterlony's Settlement the Thakurana's representatives assert in their Written Statement (App A, para 9) that Mr

Wills' Report "*proceeds on the fundamental misconception that there* was a completed settlement in 1818 between the Maharaja and his Thakurs which was acted upon In any case it is evident that the transaction of 1818 did not purport to regulate the relations between Jaipur and the Chiefships or petty States like Umara" The fallacy of this contention can be soon exposed Ochterlony himself as we have seen witnessed the final signature of the Agreement by the Rao Raja of Umara after the other Thakurs had signed, and observed that the administration can always refer to their own signatures should they at any time violate the Articles agreed upon Counsel for the Panchpana Singhana Thakurs after study of the old Calcutta records, himself more than once admits that in those papers, "Sir David Ochterlony frequently refers to the Agreement executed in his presence, as he states [Panchpana-Singhana W A p 112 and also 95] These facts are sufficient proof that those Articles constituted a completed Settlement which was acted upon Further, we have direct conclusive evidence that that Settlement was fully applicable to the bigger, as well as to the smaller, Thikanas The Rao Raja of Sikar has himself produced a letter from Sir David Ochterlony written long after the Articles of Agreement had been signed in which the following significant passage occurs *Formerly*, during the reign of the late Maharaja Sawai Jagatsingh you, of your own accord and in my presence agreed in writing that you would adhere to the practice and usage in vogue during the reign of the late Maharaja Pratapsingh and would not deviate from it contrary to the wishes of the Jaipur Darbar (Sikar Appendix R) This passage is proof conclusive that the Articles of Agreement the fundamental principle of which is thus summarized in Ochterlony's letter were applicable to Sikar and this being so it is patent that they were applicable to Umara also This disposes of the argument that Ochterlony's Settlement did not purport to regulate the relations between Jaipur and the Chiefships or petty State like Umara '

39 Umara, then, was confirmed in his 'ancient rights and domains by the Settlement of 1818 At the same time he agreed to accept as a limitation upon his own status "the ancient customs of the Raj and the prerogatives of the Maharaja', and in token thereof, he subscribed his name to the Articles of Agreement placed before him on the 21st of June 1818

In a word, he agreed to accept the status which had been his prior to the Time of Trouble, and that status we have defined in paragraphs 30 and 31 above Uniara became once more a "Feudatory" of the Jaipur State, holding his territorial possessions under a *grant*, the terms of which involved the payment of a certain rent and liability to military service

Part VII — THE BRITISH PERIOD

40 Six months after the Settlement was signed the Maharaja died (Dec 1818), and a Minority ensued which lasted for 33 years During the early years of this Long Minority the 'feudatory' status of Uniara was maintained The Rao Raja, however, attaches much importance to the following letter, addressed on the 28th of January 1822 by the Resident, Sir David Ochterlony, to the Political Agent Capt Stewart of which a copy is in his possession "It appears to me evident from this letter and the proceedings generally of the Jaipur Durbar that they wish to avail themselves of present circumstances [*i e* the minority of the Rao Raja] to establish a degree of interference in the petty State of Oomiara beyond the privileges of paramountcy which I apprehend usage to have defined I conceive it to be both our interest and our duty to protect the State against all undue and unwonted exercise of power, and the more so as the Jaipur Darbar at this time is a scene of faction intrigue and mismanagement which forbids the hope of any benefit arising from their interference but, on the contrary, excites well-grounded apprehension that their interference may be attended with the most prejudicial effects With these sentiments strongly impressed on my mind I conceive it a duty to request you will do everything in your power to obstruct the views of Jaipur and exert yourself to place Oomiara as independent to them as can possibly be effected consistently with ancient usage which I believe, gives them no right to intermeddle in internal matters, unless by desire and is confined to certain pecuniary sacrifices and feudal services which it would be greatly for the ease, comfort and prosperity of Oomiara that you should see duly performed rather than give them a pretext to exact

41 This letter the Thikana's Pleader tells us, explodes the alleged Settlement of 1818 — at least so far as the Chiefship of Uniara is concerned'

(W A p 91) In fact it merely confirms that Settlement which (as Ochterlony so often stated) was entirely based upon ancient usage Ochterlony was writing from a distance, 4½ years after the Settlement and was admittedly uncertain as to Umara's precise position, but he could still emphasize the essential features of its tenure (namely the payment of *mamla* and the liability to "feudal services") and could still stress the necessity of adhering to *ancient* usage in defining the relations between the Maharaja and his Thakurs — this being the fundamental principle which underlay his Settlement

42 It is intended, of course, to suggest that Ochterlony's use of the expression "petty State" and his reference to Jaipur's privileges of paramountcy" are proof of his acceptance of Umara's independent status Such an inference cannot be drawn from a letter of this character, and the dilemma, which the Thikana's Pleader seeks to create by stressing individual expressions, does not arise We have the full detail of the Settlement of 1818 sanctioned by the Government of India, before us, and the obvious significance of that Settlement cannot be affected by a letter written with another purpose in view, long after the Settlement was made It is, doubtless strange to find the champion of the Maharaja's prerogative in 1818, now in 1822 urging his Political Agent to make Umara as independent of Jaipur as can possibly be effected without violating ancient usage But this change of attitude has been explained in paragraphs 101 to 103 of our report on Panchpana Singhana It was necessitated by local and temporary circumstances and has no bearing upon the question of political principle, with which alone we are concerned.

43 Let us assume, however, that Ochterlony did mean in this letter all that *the Thakur's Pleader would wish to read into it — and that Ochterlony* did in 1822 regard Umara as an Independent State in federal alliance with the Jaipur Darbar Even this would not help the Thikana for the simple reason that the subordinate status of Umara as defined by the Treaty and Settlement of 1818 was again indirectly confirmed by yet another subsequent order from the Government of India As we have seen Khetri and Umara were the two Thikanas with whom Metcalfe contemplated entering into Conditional Engagements in January, 1818 Both of them he then described as independent Rulers in their own territories Both of them also signed Ochterlony's Articles of Agreement Khetri has more than once made

its pre-Treaty negotiation of 1818 an excuse for asserting its independence of Jaipur. As early as 1830, therefore, a fresh reference was made to the Government of India for a final definition of the status of Khetri *vis-à-vis* the Jaipur State. Metcalfe was still working with the Government of India, and clear orders were passed in the Chief Secretary's despatch of the 1st October, of which a copy is given in Appendix L. The despatch observes "The Chief of Khetri is not entitled to our interference in his support against the just demands of his Lord Paramount, the Rajah of Jyepore, *of whose dominions Khetri forms an integral portion*. (By virtue of) the relation of Vassal or Feudatory of Jyepore the Rajah of Khetri is subject to the authority of that State."

44. This order of 1830, in regard to Khetri which carried the whole weight not only of the Government of India, but also, we may be sure, of the very Officer who negotiated the Conditional Engagements as well as the Jaipur Treaty itself also gave final definition to the status of Uniara — the position of the two Thikanas being precisely parallel. It shows (*i*) that Uniara was from the earliest days of the British period recognized by the Government of India as an integral portion of the Jaipur State, of which the Maharaja was declared by the 8th Article of the Treaty to be the absolute ruler, and (*ii*) that that Thikana under the Treaty and Settlement of 1818 which restored the ancient prerogatives of the Maharaja, secured no authority for any pretensions to semi-sovereignty or to a separate political jurisdiction. It further confirms our conclusion that, according to long established usage the status of Uniara, like the status of Khetri, was that of a 'Feudatory" or Vassal' of the "Lord Paramount" in Jaipur — such being the language then used by British officials to indicate a subordinate land-tenure to which a liability to service and assessment was attached.

45. After 1830 we know of no further reference to the status of Uniara until 1868 A.D. In the latter year Col. Brooke's *Political History of the State of Jeypore* was published by authority. He attempted to classify the Thikanas of the Jaipur State and included Uniara in his second category '2nd-Allodial Estates conquered by the ancestors of the owner, or possessed by them anterior to the conquest of the country by the reigning family or not granted by the State or who have voluntarily sought the protection of Jeypore. This

class includes the Shekhawats generally, with Sikar, Khetri and Ooniara" Now, as we have seen his Estate was *not* conquered by the Rao Raja's ancestors, the latter did *not* possess his Thikana anterior to the extension of Jaipur's authority over the tract, nor at that period did the ancestors of the Rao Raja of Uniara voluntarily seek the protection of Jaipur The Thikana was originally granted by the State The point, however, of Col Brooke's classification, or rather misclassification lies in the epithet 'allodial', borrowed from Tod (Annals Vol I p 196 footnote) which signified that the Rao Raja's territories were 'exterior and anterior to the monarchy' and were *not* held by him as a Vassal" or Feudatory of the State This view was, of course, in direct conflict with the real history of the Thikana, with the Settlement and Treaty of 1818 and also with the Government of India's orders of 1830 But Brooke's misclassification was accepted 'with some slight alteration' only, by Sir Alfred Lyall was reproduced in the Rajputana Gazetteer of 1879 (Vol II p 141) and has thus passed into common currency to the present day This, in turn, has fostered a fundamentally erroneous estimate of the Thikana's status suggesting (as has been so persistently urged by the Thikana in the course of this inquiry) that it is an ancient independent petty State which only became incorporated in Jaipur by a federal agreement that it is not an integral part of Jaipur, granted to a *feudatory*, or subordinate of the Maharaja on conditions of service and assessment, but that it is an independent *tributary* Chiefship in subordinate *federal* alliance with the Jaipur State By virtue of this presumed existence 'exterior and anterior to the monarchy", the Thikana claims to possess certain *inherent* rights of sovereignty, independent of the Maharaja, and to be, in Lyall's words a coparcener with the Ruler in his right to dominion over the soil (Rajputana Gazetteer I pp 59-60)

46 Our detailed study of the history of Uniara shows that this estimate of the Thikana's status has no valid foundation The Rao Raja undoubtedly exercises certain sovereign *powers* but he has no sovereign *rights* He has his own Criminal and Civil Court his own Police, he has developed his own Customs system and is authorized to tax the inhabitants of his Estate But he exercises these function not by an inherent right but by delegation from the Maharaja or by encroachment upon his sovereign prerogative His Thikana is not a tributary Chiefship, exempt from all service to the Maharaja His ancient rights confirmed

in the Rao Raja's favour in 1818, did not include an inherent right of sovereignty Uniara is an integral portion of the Jaipur State of which, by the Treaty of 1818 His Highness is the absolute ruler

PART VIII — MINERAL RIGHTS

47 The foregoing survey of the history of the Uniara Thikana and discussion of the Rao Raja's status in relation to the Maharaja of Jaipur, will simplify the particular problems which we are required to consider So far as the assessment of this estate is concerned no question arises We give in Appendix H a statement which shows in detail how the present net demand of Rs 38,447-6-6 has been calculated We recommend that this net figure, which is based upon Ijara payments which were fixed, for the most part more than 200 years ago be accepted by the State as a permanent and invariable quit-rent to be known as Mamla, and that the Rao Raja be recognized officially as an Istimrar Mamlaguzar

48 As regards mineral rights we are required to consider whether His Highness should, or should not, assert his sovereign right to the minerals found within the limits of Uniara (See para 3 of Notification No 17164, dated the 17th of November, 1933) Here, as elsewhere, we would maintain the distinction formally accepted for the Jaipur State by Council Resolution No 5 dated the 19th of October, 1926, between "Major" minerals and "Minor" minerals The State Geologist reports that he has no information whatsoever regarding the mineral resources of this Thikana From this we may safely infer that no "Major" minerals of importance have yet come to light in this tract, and that the Thikana has hitherto had no opportunity of developing a prescriptive claim to their enjoyment There is, therefore, no possible objection to His Highness asserting his sovereign right to all "Major" minerals in the Uniara Thikana

49 In the case of "Minor" minerals we would recommend that, in deference to the prescriptive claim to their enjoyment which the Thikana has undoubtedly established after 200 years of continuous possession, the State should forego an assertion of His Highness' sovereign right We would recommend the formal recognition of the right of the Thikana to

the use and sale of 'Minor" minerals — subject to the condition that no lease for the extraction of such minerals be given by the Thikana for a period exceeding 12 months, without the previous sanction of the Durbar This condition will be needed in order to enable the State to assert its unquestionable right to the use of any 'Minor" minerals, found within Thikana limits, if these are needed at any time for a public purpose

PART IX — CUSTOMS RIGHTS

50 The question of Customs rights in the Uniara Thikana is, in principle, as simple as the question of Mineral rights The privilege of levying import and export duties on goods passing from one political jurisdiction to another is plainly a sovereign prerogative, the Rao Raja of Uniara has, as we have already demonstrated, no inherent sovereign rights of any kind, and he has, therefore, no authority to impose or levy any form of Customs duties except with the prior sanction of the State The question before us is Whether the Jaipur Customs Cordon should or should not, be extended to the territorial frontiers of the State We hold that, in principle, there can be no doubt but that His Highness Government is fully authorized if it wishes to enforce such an extension of the Customs Cordon, and that in practice it is desirable in the interests both of the State and of its inhabitants that such an extension should be made

51 We can pass at once, therefore, to the secondary point referred for our consideration, namely, whether compensation should or should not be paid to Uniara for any future reduction in its legitimate income which will be necessitated by an extension of the States Customs Cordon to its territorial frontier, and on what basis or principle should such compensation be assessed Now the Thikana has long enjoyed the privilege of levying certain taxes on trade, commonly known as *Mapa* (a tax on sales) and *Rahdari* (a tax on transit) The continuance of these taxes would as experience in the Jaipur State has amply proved be inconsistent with the effective working of any Customs System, properly so called and it would be necessary to abolish such taxes throughout Uniara before any satisfactory arrangement could be made for an extension of the States Customs Cordon so as to include that Thikana It is

obvious, therefore, that compensation should be paid to the Rao Raja for any legitimate income under the heads *Mapa* and *Rahdari* of which he is at present in enjoyment and which he will be called upon to surrender

52 We have evidence that *Mapa* and *Rahdari* were being levied by the Thikana from before the time of the Treaty of 1818 *Rahdari* was, by the 7th of the Articles of Agreement of June the 21st, 1818 declared to be the exclusive right of the Durbar, but that provision was never effectively enforced, and we have good reason to believe that Uniara continued to levy both *Mapa* and *Rahdari* after the Treaty of 1818, much in the same way as it had been levying these imposts before that Treaty The Rao Raja, therefore, has a prescriptive claim to the income from this source and should be given appropriate compensation when that income is withdrawn

53 The position, however, has been complicated by certain orders passed during the recent Minority Following a precedent of the 17th of July, 1925, in favour of certain Shekhawati Thikanas, conceded by the Minority Council, the levy by the State of transit duty, on goods exported from or imported into, the Uniara Thikana direct from foreign territory, was abolished in 1930, provided bulk was not broken anywhere except within Thikana limits This concession was conferred by State Council Resolution No 40 of the 24th of December 1930 — of which a copy is given in Appendix M to this report It is doubtful whether the Minority Administration realized at the time the full implications of their order So little importance seems to have been attached to the question at issue that it was 'decided by circulation' without full discussion Previous to the passing of this Resolution all that Uniara enjoyed was the negative privilege of being excluded from the area directly controlled by the State's Customs Department The State had not surrendered its claim to levy Customs duties on foreign imports into, or foreign exports from, Uniara It had merely left that Thikana outside its Customs Cordon It was therefore, perfectly proper that goods exported from, or imported into, Uniara from foreign territory through any other part of the Jaipur State should pay duty on passing through the State's Customs Cordon The new order of 1930, however, authorized the Thikana to pierce the State's Customs Cordon, provided bulk was not broken anywhere except within Thikana

limits This immediately enabled the Rao Raja of Uniara to develop an independent "Customs" System of his own — and we have reason to believe that he has taken full advantage of this new concession

54 The practical result has been that in Uniara the old Mapa Rahdari system has been considerably modified and has given place to some sort of Customs system in the modern sense In our opinion the Resolution of the 24th of December 1930 constituted a modification of a fundamental State right which should, under standing orders, have been submitted for the sanction of the Government of India As this was not done, it seems to us that the Resolution of 1930 must be held to have been *ultra vires* and need not be regarded now as binding upon His Highness' Government As a consequence of this conclusion, we are of opinion that any compensation to be offered to Uniara, on the inclusion of that Thikana within the States Customs Cordon, should be calculated, not on the basis of the Rao Raja's present 'Customs" receipts, but on the basis of any legitimate income that he enjoyed prior to the passing of the Resolution of the 24th of December, 1930

55 One other point should be considered in connection with the question of compensation The first serious attempt to introduce a regular Customs system into the Jaipur State was made in 1870 A D just before the construction of the first narrow-gauge railway line A *Qanun Rahdari* was promulgated, and the States Customs Officers were authorized to enforce the new enactment in the Awan parganah of Uniara This position was formally recognized by the Thikana We find a letter, dated Magh Sudi 13 St 1928 (=1871 A D) from Rao Raja Sangram-singh in which he specifically agreed that the States Customs Officers should collect the Rahdari income from Kanwara (the Customs headquarters of the Awan taluq) in accordance with the new *Qanun* while the Thikana was to enjoy only the Mapa income A transliteration and translation of this document is given in Appendix N Not only was this agreement formally recorded but a States Customs Officer (Mushrif) was posted to Kanwara and continued there till 1876 Thereafter he was subjected to so many difficulties that he left his post and the Thikana has ever since succeeded in evading the re-establishment of such a State Official within its

borders There are several bulky files dealing with the twenty-years dispute that followed between the Thikana and the State Actually in 1896 the appointment of three State Mushrifs was sanctioned by the Council for Kakor Nagar and Kanwari This order was repeated in the following year, but in 1898 it was withdrawn One thing is perfectly clear from this protracted correspondence namely that the State has continuously asserted its *right* to levy Rahdari in Kanwari while the Thikana has, on one pretext or another succeeded in preventing this assertion of principle from taking a practical form for any length of time Uniara's prescriptive claim to the enjoyment of Rahdari is therefore of far more doubtful validity in Awan taluq than in the rest of the Thikana and we are definitely of opinion that this fact should be taken into account when the actual calculation of compensation is considered

PART X — SUMMARY

56 Our recommendations in regard to the Uniara Thikana may now be briefly summarized —

(1) We recommend that the present net Revenue assessment, or Mamla of this Thikana which amounts to Rs 38447-6 6, be recognized as a permanent quit-rent

(2) We recommend that the land tenure of the Rao Raja be officially recognized as that of an Istimrar Mamlaguzar Originally the tenure was in fact if not in form that of an Istimrar Ijaredar—the gross assessment alone being permanently fixed Now that the net assessment is, if our proposal is accepted to be fixed in perpetuity the tenure will automatically be converted into that of an Istimrar Mamlaguzar

(3) We recommend that a formal declaration be made of His Highness' sovereign right to all "Major minerals in the Uniara Thikana As regards Minor minerals the State should reserve the right to utilize them, free of charge for a public purpose but apart from this the full use and enjoyment of Minor minerals should rest with the Rao Raja subject to the condition that no lease of such Minor minerals be given for a period exceeding 12 months except with the previous sanction of the Durbar

(4) We recommend that the Customs Cordon of the State be extended to its territorial frontier so as to include the whole of Uniara

SUMMARY

(5) We recommend that compensation be paid to the Rao Raja for the loss of any legitimate income from taxes on trade within the limits of his Thikana which he enjoyed prior to December 1930 A D An appropriate multiple should be applied to an estimate of the legitimate income which the Thikana received from taxes on trade prior to that date

(6) An appropriate deduction should be made from the amount offered in compensation under the preceding recommendation in view of the fact that the Rao Raja's authority to levy Rahdari in the Awan taluq was, prior to the Minority Administration challenged for very many years by the State and that the Rao Raja himself admitted in 1871 A D that Rahdari collections properly belonged to the Durbar

(Sd) C U WILLS
SEETLA PRASAD BAJPEYI
MAHENDRA PAL SINGH

APPENDICES

UNIARA APPENDIX A

BEFORE THE COMMITTEE OF ENQUIRY APPOINTED IN PURSUANCE OF THE GAZETTE EXTRA-ORDINARY DATED THE 18TH NOVEMBER 1938 ISSUED BY THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF JAIPUR

Written Statement of Rao Raja Sardarsingh Bahadur of Uniara.

In the matter of an Enquiry into the Status of Uniara chiefship

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In the above matter the Thikana Uniara, hereinafter called the Thikana, begs to submit as follows .—

1 The Thikana submits that the investigation conducted by Mr. C U Wills, C I E, I C S, has ignored its history and status

2 The Thikana states that it has not been given access to all the papers and records in the possession of the Residency or of the Government of India or that of H H the Maharaja of Jaipur bearing on the questions now in dispute In particular, it submits that the correspondence between British Officers and the Jaipur Darbar prior, and immediately subsequent to, the alleged settlement of 1818, referred to in Mr. Wills' Report (hereinafter called the " Report "), would be of the greatest importance in the elucidation of the exact status and tenure of Uniara

3 The Thikana submits that it does not appear from the Report that Mr Wills had adverted to, or has had before him or has considered, the great bulk of historic or other material which might throw light upon the transaction of 1818 It further states that on, or about, 28th November 1822 an official communication was addressed by Sir David Ochterlony who was then the Resident at Delhi to Captain J Stewart Political Agent Jaipur, wherein it was unequivocally asserted that Uniara was regarded and treated as a "separate petty State" under the paramountcy of Jaipur but not liable to "interference or intermeddling" by Jaipur in internal matters In that communication it was also taken for granted that the obligation of Uniara is confined to certain "pecuniary sacrifices and feudal services' In other respects Uniara was to be treated as an independent principality The Thikana submits that this document should be placed before the Committee of Enquiry and should be read as part of this statement and contends that on a proper construction of this document, it is apparent that in 1822 the independent and separate status of Uniara was recognised The Thikana alleges that such recognition coming immediately after the events of 1818 is entitled to special weight in view especially of the arguments deduced from the events of 1818 in the Report

4 The Thikana submits that the Report is defective in as much as it has omitted to consider or bear in mind that Uniara had a definite and separate existence as a chiefship from a period long anterior to the date of the alleged lease referred to in the Report namely 1727 The Thikana states that the Report has ignored the circumstance that the chiefship of Uniara went by the name of Kalor in the 17th century just in the same manner as the State of Jaipur went by the name of Amber and as the state of Alwar was known by the name of Macheri

5 There are in existence documents consisting of grants made by the holders of Kalor in the 17th and 18th centuries and there must be many other records in the State archives with reference to Kalor which would prove the existence and assertion of rights by the Raos of Kalor for the time being who it may be added held important Mansabs during the time of the Moghul Emperors Copies of two grants of land made in the time of the Rao namely Rao Fatehsingh are annexed hereto for the purpose of proving that during the 17th century grants of land were made by the Raos acting in a sovereign capacity the lands then granted being even now in the possession of the successors in interest of the original grantee

6 The Thikana submits that long prior to 1707 the date of the death of Aurangzeb the Uniara family was in possession of the Parganas of Uniara Nagar Banetha and Kakor and that Mr Wills evidently misled by the name Kakor does not in his Report advert to the earlier history of Uniara and has fallen into an error in coming to the conclusion that its history starts only from the lease of 1727

7 Whilst the conclusion arrived at in para 12 of the Report namely that the country included in the Jaipur State was administered by the Moghuls on the Regulation system is erroneous nevertheless it shows that the Jaipur territory was extremely small and according to para 17 of the Report limited to Amber Dausa and Baswa It is submitted that Uniara was as indicated above regarded as a separate chiefship paying tribute to the Moghul Government

8 The Thikana submits that it was not the subject of any Jagir or assignment such as is referred to in para 16 of the Report and that the system of Jagir which was prevalent in Rajputana and in Uniara in particular has not been properly appreciated The Jagirdars were assigned a portion of the tribute that the chiefship paid to the Moghul Government The Jagirdars had no control by way of a landlord over any specified area or areas The argument und rlying para 40 of the Report is inapplicable to the case of Uniara because the holders were not Ijaradars prior to 19th century

9 The Report proceeds on the fundamental misconception (vide para 41) that there was a completed settlement in 1818 between the Maharaja and his Thakurs which was acted upon In any event it is evident from appendix

H Part II of the Report that the transaction of 1818 did not purport to regulate the relations between Jaipur and the chiefships or petty states like Uniara which were referred to in the letter of 1822 and which were described by Sir Charles Metcalfe as "not subjects but independent rulers in their own territories" (vide para 42 of the Report) In paragraph 29 of his letter dated the 29th January 1818 to John Adam, Secretary to the Governor General, the following passage appears — ' These Chiefs are Dependents and Tributaries not subjects They are independent Rulers in their own territories They pay tribute or Military Service or both to the Raja of Jaipur and are entitled to protection If not protected, their obligations cease"

The letter from Sir Devid Ochterlony to J Adam dated 9th June 1818 shows that the interview with the Thakurs mainly related to the usurpation of Khalsa lands It is further evident that Part II of Appendix H, can have relation only to Jagirs or Farms specified in para 2 thereof and not to territory held or the condition on which Uniara was held In fact, it is admitted in para 43 of the Report that the only landholding tenures which the Articles of Agreement mention are Jagirs and Ijaras such as existed in the time of the elder Maharaja The argument in the latter portion of para 43 is vitiated in the case of Uniara by the assumption made that in its case there was only intermediate independence Moreover the Thikana contends that Article 8 of the Treaty itself provides that the Maharaja of Jaipur and his heirs and successors should remain absolute Rulers of their territory and their Dependents (including Uniara) according to long established usage If, therefore, according to history and usage Uniara has a special and independent status, such status was not and could not have been affected by what took place in 1818 The Thikana submits that this is, as already stated, completely borne out by the communication from Sir David Ochterlony himself who was the person responsible for the proceedings of 1818 to the Political Agent Jaipur on the 28th November 1822 It follows that in the case of Uniara what has to be looked into is its history and details of the old system governing it

10 One of the main arguments in the Report contained in para 45 and 46 namely that the settlement of June 1818 was forgotten by the British Government is not applicable to the case of Uniara because Sir David Ochterlony was alive till 1825 and his own letter of 1822 must be regarded as a clear proof that the settlement made by him was not regarded as whittling down the rights prerogatives and status of the Rao Rajas of Uniara The argument based, therefore, on the course of conduct from 1825 onwards has no bearing on the question of Uniara

11 Whatever may be the case with regard to other parts of Jaipur, the Thikana submits that with regard to the mutual relations between Jaipur and Uniara, the tenure can be legitimately described as that of feudal vassalage

in character This feudal character of Uniara is evident from the extracts from the East India Gazetteer by Walter Hamilton Vol II (1828) in which it is stated under the heading UNIARA as follows — ' Bheemsingh, the reigning Rao in 1819 was a feudatory of Jaipur and sprang from that family but has all along acted as an independent prince Besides Uniara he possesses the strong fortress of Naggar and a considerable tract of country ' Not only must it be recognised that the settlement of 1818 refers only to two forms of land tenure namely Jagheers and Farms (vide para 55), and therefore is inapplicable to Uniara which has a special history of its own but it is clear that the Chief of Uniara held his land by virtue of conquest and Jaipur had no claim to interfere in its affairs The Thikana therefore strongly submits that Col Brooke's classification of 1868 and the Gazetteer of 1879 correctly describe the status and tenure of the holders of Uniara and that the criticism on this classification in para 69 of the report is wrong in so far as it ignores the correspondence of 1822 and the earlier history of Uniara The Thikana states that in case of Uniara the proprietor is entitled, in the circumstances to be called 'Chief' and his payments are rightly described as tributes

12 For the same reason the Thikana submits that the account contained in para 66 of the Report is not appropriate to Uniara, because the internal autonomy and the comparatively independent status of the Chiefship have been throughout recognised The reason why Police and Judicial functions of Jaipur were not exercised in Uniara (vide para 71) is not because Uniara was merely allowed to organise its Police Civil and Criminal Courts but because of the unchallengeable claim to internal autonomy The fact that the Thikana of Uniara was exercising complete rights of internal autonomy, is proved by the circumstance that from before 1845 they have had their own regular Police establishments and have been exercising Civil and Criminal jurisdiction within their territory The Statement in para 177 of the Report with reference to the state of things in 1878 is misleading in as much as during the years immediately preceding the Taluqa was under mortgage and it was at the instance of the mortgagee that the State intervened and appointed its own Officer Neither before nor after was the independent Police jurisdiction of Uniara ever questioned

13 The Thikana contends that it is not a fact that the Chief of Uniara began as a mere Ijaredar as stated in para 72 of the Report On the other hand, Uniara began as an independent petty Chiefship and excepting where there has been either contractual or voluntary submission of jurisdiction to Jaipur it has continued on the old lines

14 The argument in para 59 of the Report is entirely inappropriate in so far as Uniara is concerned and it is incorrect to state as alleged in that paragraph that the first holder of Uniara entered it as a lessee Such

a description can at the most be applicable only to one of the Taluqas, namely, Awan

15 The Thikana submits that documents referred to in paras 152 to 160 must be read in conjunction with those subsequently discovered in the State Record Office since the writing of this Report They do not prove as the Report says in para 151, that the Taluqas other than Awan in Uniara were attached to any office or post of Faujdar or Military Governor of Rantambhor The main documents on which reliance is placed in regard to the above contention are those set out in para 152 of the Report Of these, Un 22 no doubt shows that the Ruler of Jaipur took the Ijara of the Faujdari of Garh Rantambhor but it must be remembered that in 1727 (the date of Un 22), Rantambhor had no connection with Uniara but was held by a Muslim Faujdar The renewal by Un 49 and Un 107 is subject to the same observation The first mention of the holder of Uniara in this connection is in Un 27 This document purports to be and can be construed only as containing a list of 'peshkash' payments or payments by way of tribute from various persons to the Ruler of Jaipur This list does not constitute any proof that there was any relationship of lessee and sub lessee between the Ruler of Jaipur and the Rao of Uniara On the other hand this document proves payment of tribute as such, this being the appropriate translation of the term peshkash This contention is supported by the circumstance that, included in that list is the payment of a certain amount by the holder of Indergarh who admittedly had to pay tribute and was the proprietor of an independent State not even situate within the territorial limits of Jaipur as de limited in 1818 Such tribute moreover is even now paid through the Kotah State

16 The document (Un 62) on which special reliance is placed in the Report proves only, that a certain sum of money had to be paid out of the 'peshkash' or tribute for 'paibaqi' The Thikana submits that the construction put upon this transaction namely that paibaqi had any reference to Khalsa is not borne out by facts and the explanation seems to be that in all probability a portion of the tribute had been assigned and dealt with separately

17 The Thikana denies that documents (Un 230 231 233) can bear the construction put upon them in para 154 of the Report As a matter of fact, these documents refer solely to the Taluqa Awan which stands on a separate footing from the other Taluqas It was only this Taluqa which was declared to be Khalsa under circumstances hereinafter set out and even with regard to this Taluqa this declaration was not followed by any action nor was any payment made or exacted on the basis of its becoming Khalsa The facts were that there was a dispute between the Ruler of Jaipur and the Chief of Uniara with reference to the latter having submitted himself to the allegiance of the Mahrattas On this account as a preliminary to invasion the Taluqa Awan

was declared Khalsa but soon thereafter by virtue of a settlement between the Ruler of Jaipur and the proprietor of Uniara the status quo was restored The Thikana therefore submits that the conclusion drawn in para 160 that the whole of Uniara is held as Istimrar is absolutely unsupported by evidence

18 With reference to paras 187 et seq of the Report regarding Mines and Quarries the Thikana contends that the principles referred to in paras 192 193 that the onus of establishing a claim adverse to the State rests upon the Thikana is not applicable The Thikana urges that on a proper construction of the history of Uniara and especially of the document of 1822 already referred to the Thikana of Uniara must be regarded as having complete internal autonomy and as a tributary State The Thikana submits that in the case of such tributary States it is clear law that the rights to mines and minerals inhere in the holder of the State If as is pointed out in para 192 of the Report even the holders under the permanent settlement of Bengal acquire mining rights there is a fortiori every ground for assuming that one entitled to quasi sovereign rights is entitled thereto In practice with regard to such minerals as are quarried including stone the right has been unquestionably exercised throughout a period much longer than required for the establishment of a claim by prescription

19 With regard to customs duties it is admitted in para 206 that the arrangement of 1870 did not include Uniara and as stated in para 207 the right of levying internal customs apart from transit duties is inherent in all autonomous states and in Jaipur the right to levy such duty has been throughout recognised and uniformly and continuously practised As is admitted in para 216 of the Report there is in Uniara a system of assessment on imports and exports The Thikana submits that exactly on the same basis as mines and quarries the right to levy customs duties is appurtenant to the rights of internal autonomy possessed by Uniara and has been so recognised both with regard to internal and external customs This is borne out by a letter dated 10th May 1882 from the Political Agent Jaipur to the Agent to the Governor General in Rajputana specifically stating that Uniara and certain other States have separate customs Departments and they levy duties on goods passing through or entering into their respective possessions

20 With reference to the present Committee appointed under the Gazette extra ordinary dated 18 11 1933 the Thikana submits that it has really no jurisdiction to deal with the political status of Uniara The Treaty of 1818 limited the powers of the Darbar over his dependents to those that he enjoyed before 1818 according to long established usage Sir David Ochterlony in the same year guaranteed the status and privileges of the nobility The Government of India and the State have up till now regarded Uniara as an autonomous unit enjoying full administrative powers Now a Committee of Enquiry has been instituted by the Darbar to go into the status of the chiefship It is

submitted that such an Enquiry can only be made either by a common Board of Arbitrators appointed by the parties or by the Political Resident The 5th Article of the Treaty clearly lays down that in case of dispute with any one, it shall be submitted to the arbitration and award of the British Government It may be argued that this clause in the Treaty is governed by Article 8 of the same document But that Article limits the absolute ruling powers of the Maharaja to what he enjoyed by long established usage Any encroachment on the powers of the vassal chiefs would bring the matter under Article 5 of the Treaty There are similar mediatised vassal chiefships under Gwalior, Indore, Cutch, etc in whose cases it has always been held that the British Government shall act as the arbitrator of their disputes with the Maharajas

21 Other Rajputana States supply no precedent to Jaipur vassal chiefs for the provisions of Article 8 of the Jaipur Treaty are not to be found in Treaties of other States But even as regards Jodhpur (in whose Treaty the provisions of Article 8 are absent) the British Government held as follows 'Our obligations to maintain the just authority of the Raja does not absolve us from the duty of *securing the rights of the subjects, violation of which can* not in any form or under any pretext be sanctioned by the British Government" The obligation to maintain the lawful authority of the Raja was felt to be equally binding on that Government with the acknowledged rights and privileges of the Thakurs of Marwar (Adam to Ochterlony 5th September No 17 Bengal Secret consultation, 5th September 1818)

22 The Thikana further submits that Mr Wills having already in another capacity arrived at definite conclusions cannot function as a Judge in respect of the very matters with regard to which he had already functioned as Enquiring Officer on behalf of the Darbar, one of the parties to the dispute

23 The Thikana desires to reserve to himself the liberty to file a fresh statement after access is granted to him to the records in the possession of the Government of India and the Residency and it prays that such access may be granted, in as much as without the aid of those papers it will be impossible to reconstruct the history of the crucial period during which the mutual relations between the Government of India, the Jaipur Durbar and the tributary State of Uniara were stabilised and established

The Thikana further begs to state that comprehensive written argument along with all the necessary documents will be submitted on the date of hearing

(Sd) C P RAMASWAMI AIYAR

" C L AGRAWAL

Counsels for Uniara

27th November, 1931

TRANSLITERATION OF THE TWO GRANTS MENTIONED IN PARAGRAPH 5 ABOVE

Grant No I

Ram Sahi ***Shri Ramji*** ***Mohar.***

Sidh Shri Maharaj Shri Fatehsinghji bachnat padmo dise Age Shri Beharijı ke Deore age to thet puja kare chha pachhe weh uth gaya wa bhagat puja karba lagya Un Dehra ki koi su le nahin so patel arz kari so le nahin so un dera ki har bhanti se sewa puja men sabdan rahje Miti Kati Budi 10 Sambat 1745 Daskat Kanhiram ka Un men dharti bigha 51 ekkawan chadhai chhe Un to sun koi thare bhai fisad kare khatar jama se Shri Beharijı ki sewa kijeo Meharbangi kar sonpeo

Grant No II

Ram Sahi ***"Mohar Farsi"*** ***"Mohar Farsi"***

Dharti bigha saghar bagh bai rupiya adh hazar rahsi ji kisi Sidh Shri Maharaj Shri Fatehsinghji bachnat Bohra Lilokrai, Anandrai Anuprai, Atmaram dise age thanka ghar sun to hamesha piyar kari aya chhe so mhe bhi meharbangi farmai Ka Uniara men dharti bigha 200 ie bagh baori ghar baksha aur waghair aur hazuri rah so pawe so khatri atha ki tarah son khati bhanti jama rakhjeo Miti Jeth Budi 2 St 1748 Mu Uniara

LETTER OF 1708 A D REGARDING SANGRAMSINGH NARUKA (UN: 1 A)

Naqal arzadashte ke ba-Nawab Nizam ul mulk Asaf uddaula waqiaa Moharram San 3 navishta mirasanad Haqiqate azme rawina shudan-i banda-i dargah jarida barai aqd i-chala ba-simt-i-Udaipur wa guzashtan-i-qabail dar haman ja ba makan-i-muqarirare peshtar maruz dashta Ta hal ba jwab sai-faraz na shud Binabaran ba tarikh shahr moharram-ul-haram azin ja kuch namuda seh chahar roz digai muntazir i jawab ast agar darin rozha mirasad che beh azin wa illa azan ja rasidan bar saat i-mahud zurur azim gashta ujlatan murajaat mi numayad

Darin wila Sangramsingh Kachhwaha Naruka ke dar Uniara waghaira sakunat daiad navishta ke banda zar i-taluq i khud ra ba Gumashtahai Mut saddiyan i khalsa sharifa wa Jagirdar ada misazad wa ghair az rasti wa saluk tariqa-i-digar nadarad Bawajud in mani Hidayat Ullah Faujdar i chakla-i-Ranthambhor ba-ighwai baze muanidan ba jama e kasir qasd i-in taraf namuda Banda-i daigah darin madda fikre ke bayad zud khwahad kard Lihaza maruz mi darad ke ta hal mutabiq i irshad i-sharif Rajputan az inayat-i Nawab Sahib khudayagan ba hama wajah mushtamil gardida az irada i nau-i digar baz dashta Wa Faujdaran chunin qasd minumayand Agar parwana i ali dar bab i-mana i-chunin haikat ba nam-i-Faujdar-i-marqumssadr be rasad salah-i-daulat ast wa parkhash ba tazgi dai miyan niayad Wa ba digar Faujdaran niz takid shawad ke be mujib ba Rajputan pechish na kunand Wa gahe khud nishastgan ra abis mutwahhish wa mutaharrik na sazand

TRANSLATION

Copy of letter (from the Maharaja) to Nawab Nizam-ul Mulk Asaf ud-daula dated Moharram 3rd regnal year (=1708 A D)

I have already written to you that I intend to go to Udaipur for the *chala* (consummation) ceremony and to leave the members of my family in a house there but I have not yet received any reply I therefore marched on. Moharram I shall wait for a reply for three or four days If I receive a reply meanwhile, well and good, otherwise as I have to reach there at an appointed time I shall proceed, but I shall return soon

Now Sangramsingh Kachhwaha Naruka who has his residence in Uniara etc, writes that he pays the dues of his holding to the Gumashtas of the khalsa Mutsaddis and to the Jagirdar and is of good and quiet behaviour But, in spite of these facts, Hidayat Ullah Faujdar of Chakla Ranthambhor, at the instigation of some enemies, intends to go there with a party of men I shall have to deal with this matter soon I would, therefore, point out that so far, the Rajputs have been carrying out your instructions through the kindness of the Nawab Sahib and have shown no opposition while the Faujdars, on the other hand *entertain such ideas It would be advisable to send an order* to the above mentioned Faujdar telling him not to act in this way This will prevent further friction Kindly warn other Faujdars also not to create unreasonable trouble with Rajputs by provoking those who are quietly staying at home

EXTRACT OF PAYMENTS BY AJITSINGH FOR IJARA OF FAUJDARI GARH RANTHAMBHOR IN 1725 A D (UN- 9A)

PART A *Sambat 1782* *Roznama Khazana Mal.*

Miti Chet Budi 14 Ditwar Jama

* *

Uju Maujiram Tahvildar sarishta Faujdari i Rai Sheodas ka the aya babat Ijara Faujdari Garh Ranthambhoi ka gu Jitsingh Sangramsingh ka Naruka parganah Uniara wagheira ka badast Sah Ramchand Askaran Saraf rupiya 2 000

* *

TRANSLATION

Sambat 1782 *Daily entries of Treasury.*

Received on Sunday Chet Budi 14th

* *

Received by Maujiram Tahvildar of Faujdari office under Rai Sheodas, on account of the Ijara of Faujdari Garh Ranthambhor from Jitsingh son of Sangramsingh Naruka for the parganahs of Uniara etc through Sahukars Ramchand and Askaran Sarrafs Rs 2000

* *

PART B Miti Jeth Sudi 4 Somwar Jama Uju Maujiram Tahvildar Sarishta Faujdari i Rai Sheodas ka the aya babat Ijara Faujdari Garh Ranthambhor ka gu Jitsingh Sangramsingh ka Naruka parganah Uniara wagheira ka badast Prohit Gangaram rupiya 155

* *

TRANSLATION

Received on Monday Jeth Sudi 4th Received by Maujiram Tahvildar of Faujdari office under Rai Sheodas, on account of the Ijara of Faujdari Garh Ranthambhor from Jitsingh son of Sangramsingh Naruka for the parganahs of Uniara etc through Prohit Gangaram Rs 155

* *

PART C Miti Jeth Sudi 5 Mangalwar Jama Uju Maujiram Tahvildar sarishta Faujdari i Rai Sheodas ka the aya babat Ijara Faujdari Garh Ranthambhor ka gu Jitsingh Sangramsingh ka Naruka parganah Uniara wagheira ka badast Prohit Gangaram Kirparam marfat Kanwarpal Amarsingh Saraf rupiya 1 601

* *

TRANSLATION

Received on Tuesday Jeth Sudi 5th Received by Maujiram Tahvildar of Faujdari office under Rai Sheodas on account of Faujdari Garh Ranthambhor from Jitsingh son of Sangramsingh Naruka, for the parganahs of Uniara etc, through Prohits Gangaram and Kirparam and Kanwarpal and Amarsingh Sarrafs Rs 1 601 * *

ORIGINAL AGREEMENT BY AJITSINGH FOR PESHKASH OF FAUJDARI AND PAIBAQI OF GARH RANTHAMBHOR IN 1730 A D (UN 6?)

Shri Ramji ***Manzur***

Likhtan Jitsinghji Naruka atra peshkash Faujdari paibaqi Garh Ranthambhor parganah Uniara waghaira taluqa mhan ka ka wa Subadari wa Faujdari Ajmer ka rupiya 32 750 anke pona tetis hazar Sarkar men dena Naurang Shahi dena

Peshkash paibaqi wa Faujdari	Subadari wa Kher kharch ka rupiya 6 000	
Garh Ranthambhor ki ka rupiya	Subadari	Kher kharch
26 750	3 000	3 000

Miti Kati Sudi 8 Samat 1787
Raju Dakhil siaha Kati Sudi 10

TRANSLATION

The name of God ***Sanctioned***

Agreement by Jitsingh Naruka undertaking to pay Rs 32 750 of the Naurangshahi coin to the Sirkar (Darbar) on account of the peshkash of Faujdari and paibaqi of Garh Ranthambhor for the parganahs of Uniara etc in my charge and for the Subedari and Faujdari of Ajmer —

Peshkash of paibaqi and Faujdari of Garh Ranthambhor		Rs 26 750
Subedari and kher kharch		Rs 6 000
Subedari	Rs 3 000	
Military expenses	Rs 3 000	

Dated Kati Sudi 8 Sambat 1787 = 1730 A D
Offered Entry made in the Accounts Department on Kati Sudi 10th

[illegible]

Shri Ramji *Manzur*

[illegible]

[illegible]

[illegible] Q [illegible] Diwan P[illegible] [illegible] Amar Khanda [illegible] Hazur [illegible] Qazi [illegible] Qaza [illegible] Pa[illegible] [illegible]

	Dam	Dam
[illegible]	40 00 000	
[illegible]	27 2[illegible]00	12,07,[illegible]00
[illegible]	[illegible]0 00 000	
[illegible]	2[illegible] 61 000	3 39 000
[illegible]		44,20 000
Par[illegible] Ar[illegible] Zmi Paibaqi		4 00 000
[illegible]	10 00 000	
[illegible]	4 [illegible] 3	[illegible]707 7
Parganah [illegible]	33 00 000	
[illegible]	[illegible] 51 [illegible]	[illegible] 48 10[illegible]
Parganah [illegible] zmin Paibaqi		6 [illegible]0 000
Parganah Palao	1[illegible] 20 000	
[illegible]	109[illegible] 000	4 2[illegible] 000
Parganah Khat[illegible] zmin Tankhadaran	[illegible]	
Rabi san 11[illegible] Fasli	Rs 171[illegible] 1-0	Rs [illegible] 136-3-0
Kharif wa Rabi awayal san 1140 Fasli	3 424 [illegible]-0	
Kharif 1 712 1 0		
Rabi san 1140 Fasli 1 712 1-0		

Tahrir fittarikh panzdaham shahr Jamadius sani san 1[illegible]

Raju Saru

Ba tarikh panzdaham shahr Jamadius sani san 1[illegible] Jalus naqal bi daftar [illegible] Diwan [illegible]

TRANSLATION

The Name of God ***Sanctioned***

Seal of Birbal Naib Amin of Paibaqi Servant of Mohammad Shah Badshah Ghazi 1145 H, 14th regnal year = 1732 A D

Grant of the Ijara on cash payment for the dams of the Paibaqi of the Mahals of Sarkar Ranthambhor Subah Ajmer (This Ijara) with effect from the Rabi crop of 1139 Fasli up to the Rabi crop of 1140 Fasli — for 3 crops — including land revenue miscellaneous income and all cesses at the rate of Rs 40 (Alamgir coin) per lakh of dams is hereby given in accordance with the agreement of Dewans Rai Naraindas and Kriparam Mutsaddis of the noble and exalted Shri Maharajadhiraj They should pay the amount to the supreme Government in accordance with the instalments fixed below If, God forbid there occurs any heavenly or earthly calamity some deduction will be allowed, after enquiry according to that allowed in the adjoining Parganahs If a larger sum is allowed by the Imperial Paib qi Accounts Office, deduction will be allowed according to the calculations at headquarters If a Tankha is granted to a Tankhadar under the Emperor s Parwana or under the Seal of the Head Qazi at headquarters an equivalent deduction will also be made in this account These lines have therefore been written as a Bond and made over (to the Ijaredars) so that it may be of use in future —

	dams		
Parganah Uniara	40 00 000	12 07 500	dams
(Deduct) Tankha	27 92 500		
Parganah Banetha	30 00 000	3 39 000	
(Deduct) Tankha	26 61 000		
Parganah Nagar under Paibaqi		44 20 000	
Parganah Amkhora		4 00 000	
Parganah aluna	10 00 000	5 70 737	
(Deduct) Tankha	4 29 263		
Parganah Dhari	33 00 000	5 48 102	
(Deduct) Tankha	27 51 898		
Parganah Tothra under Paibaqi		6 50 000	
Parganah Palao	15 20 000	4 95 000	
(Deduct) Tankha	10 25 000		
		85 30 339	dams

Parganah Khatoli — held by Tankhadars 5 96 070 dams

Rabi san 1139 Fasli	Rs 1712 1 0		
Kharif and Rabi of 1140 Fasli	3424 2 0	Rs 5136 3 0	
Kharif	1712 1 0		
Rabi san 1140 Fasli	1712 1 0		

Written on 15th Jamadi us sani 15th regnal year (= 1733 A D)

Offerred Accepted

Copy reached the Dewan s Office on 15th Jamadi us sani 15th regnal year (=1733 A D)

DOCUMENT REGARDING AJITSINGH'S IJARA FOR VILLAGE SUROLI IN 1730 A D (UN 64)

Shri ramji *Manzur.*

Likhtan Chaudhri Kushalsingh atra Raj Shri Jitsinghji Naruka Ie mauza Suroli parganah Sarsop taliq chhe Sarkar sun Ijaro chhe so Sambat 1786 ka rupiya 1435 anke chaudah se paintis, nime satse sarhe satra ka duna mhan ne dena thik mas 2½ anke adhai men dena Naurangshahi adad be qasur nagwar dena Miti Kati Sudi 12 Sambat 1787 ka daskhat Caudhri Kushalsingh ka

TRANSLATION

The Name of God *Sanctioned.*

Document written by Chaudhri Kushalsingh Village Suroli parganah Sarsop is held by Jitsingh Naruka It has been granted (to him) by the Darbar I undertake to pay without fail Rs 1435 (fourteen hundred and thirty-five — half of which is seven hundred and seventeen and a half double of the latter amount becomes the required figure) in two and a half months' time in Naurangshahi coin Dated Kati Sudi 12, Sambat 1786 Signature of Chaudhri Kushalsingh

UNIARA APPENDIX G

PARWANA KHAS TO RAO SARDARSINGH NARUKA REGARDING ISTIMRARI IJARA FOR AWAN TALUQ IN 1749 A D. (UN 208)

Sambat 1806 Kachhwaha tar Naruka Uniara ka Naqal parwano qarar Miti Sawan Sudi 7 Sambat Mazkur Siddh Shri Maharajadhiraj Maharaja Shri Sawai Ishwarisinghji dev bachnat Rao Sardarsingh Naruka dise suprasad banchya Apranch than ki taraf ka samachar sara Rai Narayandasji malum kiya so bara Maharaja than ne Awon to Inam men bakshyo chho, aur gaon Mauza Kanwaro Niwaryo waghaira gaon 12 than ne Ijara man bakshya chhe so sarishta mujib to Ijaro dijo aur gawan ki abadi kijo ye gaon than ne istimrari watan jun baksya chhe Miti Sadi

TRANSLATION

Sambat 1806 Kachhwaha Naruka of Uniara Copy of Parwana dated Sawan Sudi 7 of the said Sambat

From Shri Maharajadhiraj Maharaja Shri Sawai Ishwarisinghji to Rao Sardarsingh Naruka After compliments — Rai Naraindas told (me) all about you The late Maharaja had granted you Awan in Inam and Kanwara Niwaria etc 12 villages have been granted to you in Ijara You should pay the usual Ijara amount and foster the prosperity of the villages These villages have been granted to you in perpetual lease as if they were your home land Dated as above

STATEMENT EXPLAINING PRESENT NET ASSESSMENT OF UNIARA THIKANA

Original Ijara for Faujdari etc	Rs	32 750	0	0	
Original Ijara for Suroli village	Rs	1 435	0	0	
Original Ijara for Awan taluq	Rs	6 942	8	0	
Total original assessment		41 127	8	0	
Additions		94	8	6	(a)
Gross Total		41 222	0	6	
Deductions		2 774	10	0	(b)
Net present assessment in Jhārshahi coin		38 447	6	6	

	Serial No	Particulars	Madhopuri Rs	Reference
(a) Detail of additions	1	Bhent Shriji (Uniara)	82 11 0	
	2	Bhent Shriji (Awan)	3 9 6	
	3	Batta	8 0 0	
	4	Unexplained	0 4 0	
		Total additions	94 8 6	
(b) Detail of deductions	5	Batta @ Rs 8/4 % (Uniara)	2 605 5 0	
	6	Batta @ Rs 2/8 % (Awan)	169 5 0	
		Total deductions	2 774 10 0	

DOCUMENTS REGARDING UNIARA'S REBELLION IN 1761 A D
(Un 230, 232A 233 and 234)

***Part A* (*Un 230*)** Sambat 1817 Amılan parganah Toda Raısıngh ka jogya Chıtthı qarar mıtı Mah Budı 6 Sambat 1817 apranch Rao Sardarsıngh Naruka taluq gaon parganah mazkur ka chhe so darobast Khalsa kaiile hasıl jama lıjeo talıqa Awan ka suddhan Awan ko garh to yane baksho chhe so yan ke chhe hı ar gawan ka Ijare ka rupıya bharıa nahın so Unhalu Sambat 1817 the gaon darobast khalsa kıya chhe so barbakhat kam kaııle hasıl jama kıjeo ar raıtı bashında ganwan kı abadanı lıjeo

TRANSLATION

Sambat 1817 To the Amıls of parganah Toda Raısıngh Letter dated Mah Budı 6 Sambat 1817 Make khalsa all the villages held by Rao Sardar sıngh Naruka ın the said parganah and collect the revenue of these vıllages ıncludıng those of Awan The fort of Awan whıch had been granted to him will remaın with him As he faıled to pay the Ijara amount of the vıllages all the vıllages have been made khalsa with effect from the Rabı crop of Sambat 1817 You should collect the revenue ın tıme and credıt the amount Foster the prosperıty of the raıyats and ınhabıtants

***Part B* (*Un 232 A*)** Sambat 1818 Sıyaha Hazurı
Mıtı Katık Budı 13 Dıtwar Muqam Kherlı parganah Rampura
* * * *
Unıaro dhaba gaya tab Sardarsıngh Naruka ko mal nıkleo so gara bhar mangaya chha so pınjas 1 to dekhba ke waste Hazur andar mangaı wa Nau nandram Sabro Gumashta Salıgram ko Hazur andar bulayo
* * * *

TRANSLATION

Sambat 1818 Record of Huzur's actıvıties
Dated Sunday Katık Budı 13 Wrıtten at Kherlı parganah Rampura
* * * *
When (the Darbar's forces) went forth for the capture of Unıara cart loads of Sardarsıngh Naruka's property were taken The Hazur (Maharaja) ordered a palanquın to be brought to hım for ınspectıon and also called Naunandram Chhabra the Gumashta of Salıgram before hım

***Part C* (*Un 233*)** Dastur Naıul ka Rao Sardarsıngh Ajıtsıngh ka Unıarawala
* * * *
Sambat 1818 Mıtı Bhadwa Sudı pra 1 ne musharan eleh ne Tıwarıjı Unıara ka dera mılayo so sut ko rasso hath par nakheo wa gala men ghaleo ar sare Darbar Shrıjı sun mulazmat karaı

TRANSLATION

Events relating to Naruka Rao Sardarsingh son of Ajitsingh of Uniara

Sambat 1818 On Bhadwa Sudi 1 the Tiwariji brought the aforesaid person (Rao Sardarsingh) to Uniara house (Tiwariji) put a cotton rope on his (Rao Sardar singh s) hands and neck and brought him to make obeisance to the Maharaja in full Darbar

Part D (Un 234)

Shri Ramji	Saru	Manzur
Likhtan Sardarsingh Naruka atra Sarkar sun dand farmayo rupiya bis lakh ek dena		20 00 001
Hal sal men dena	7 50 000	
Gawan ko mal gehun waghaira saru kara dena	4 00 000	
Hazur avan rah bandhsi arz hosi	5 00 000	
Tankhadaran ne dena	1 50 000	
Sambat 1819 men	2 00 000	

Miti Bhadwa Sudi 8 Sambat 1818 Matu Sardarsingh likho sahi Dasl hat Sah Tilokchand ka

Da Siyahe Hazuri Miti Kati Budi 12 Sambat 1818 Raju

TRANSLATION

The Name of God	Accepted	Sanctioned
Agreement by Sardarsingh Naruka undertaking to pay the amount of fine imposed on him by the State		20 00 001
To be paid in the current year	7 50 000	
To be paid in kind *i e* wheat etc as agreed to by the villages	4 00 000	
To be paid after his coming to Hazur and obtaining some further settlement	5 00 000	
To be paid to the Tankhadars	1 50 000	
To be paid in Sambat 1819	2 00 000	

Dated Bhadwa Sudi 8 Sambat 1818 = 1761 A D and Signed by Sah Tilokchand on behalf of Sardarsingh What is written above is correct

Offered Entered in Hazuri Department on Kati Budi 12 St 1818 = 1761 A D)

RUQQA KHAS ISSUED TO RAO BISHANSINGH AFTER THE BATTLE OF TUNGA IN 1786 A D (UN R 101)

Shri Ramji

Sidh Shri Maharaja Dhiraj Maharaja Shri Sawai Pratap Singhji ko Rao Raja Bishansinghji sun Ram Ram banchia apranch Tunga ke khet Sindhia se jhagro huwo tin men the bahut achhi bandgi kari wa Jitek chakri kari Asi pahunchar kari so the jano ke mhan ko Ramji jane so az rue maharbangi thane Rao Raja ko khitab wa ek morchhal wa Darbar men hazir hotan wa jaotan panch panch awazan ko Hukam thane farmayo chhe so in mafiq thanke bete pote rah jari rahsi aur the thanka bhayan ki arz kari so thanka bhayan men Tazim khas chauki ka 12 Thikana chhe tyan ki Tazim to moquf ki chhe ar yan barhon kotrvan ko bahali be tarfi ko wa thanka Thikanan ko akhtiyar thanko thane bakhshyo chhe so khatir jama rakhjo the Darbar ka khaukhwah banda chho so bandgi tan man sun kari ar karo chho tin mafiq karbo kijo Miti bhadwa Budi 5 Sambat 1843

TRANSLATION

The Name of God

From Maharaja Dhiraj Maharaja Shri Sawai Pratapsinghji to Rao Raja Bishansinghji

After compliments—you rendered very good service in a battle which took place at Tunga against Sindia You rendered such service as only you and I can appreciate Therefore the title of "Rao Raja" has been graciously conferred upon you a Morchhal has been granted to you and you have been allowed a salute of five shots to be fired at the time of your reaching and leaving the Darbar These privileges will be enjoyed by you from generation to generation As for your request about your brothers there are 12 Khas chauki and tazimi Thikanas of your brothers Their Tazim has been stopped, and authority to grant or confiscate these 12 kotris and over your own Thikanas has been restored to you You should rest assured As a faithful servant of the Durbar you have acted well in the past and are acting well now and should continue to act well in the future Dated Bhadwa Budi 5, Sambat 1843 (= 1786 A D)

LETTER FROM THE GOVERNMENT OF INDIA DATED THE 1ST OF OCTOBER 1830

No 4 To F Hawkins, Esqr, Offg Resident, Delhi

Sir, I am directed to acknowledge the receipt of your Dispatch of the 10th ultimo, submitting copies of a correspondence with the Political Agent at Jyepore, relative to the threatend invasion by the Jyepore Troops of the Kote Pootlee Estate, belonging to the Rajah of Khetree, for the purpose of compelling the latter Chief to pay up arrears of revenue

2 In reply, I am directed to acquaint you that, the tenor of your Instructions to the Political Agent, to prevent the Jyepoor Troops from entering the Kote Pootlee Estate, is entirely approved Jyepoor cannot be allowed to interfere with that Estate which, as held from us by the Khetree Chief and liable to resumption on failure of Heirs, must be considered to be protected from aggression on the part of Jyepore In other respects, the Chief of Khetree is not entitled to our interference in his support against the just demands of his Lord Paramount, the Rajah of Jyepore, of whose Dominions Khetree forms an integral portion (By virtue of) the relation of Vassal or Feudatory of Jyepore, the Rajah of Khetree is subject to the Authority of that State, and in the matter of his Vakeel who has been put to death by order of the Regent Rannee, or in that of the imprisonment of Thakoor Beejah Singh, his maternal grandfather, the British Government cannot afford the redress solicited by the young Chief in his Letter to the Governor General The Tusullee Nama, or Conditional Assurance received from Sir Charles Metcalfe distinctly declares that the Khetree Chief is subject to the authority of the Jyepore State, and a reference to the Dispatch, dated the 29th January 1818, addressed by Sir Charles Metcalfe to the Chief Secretary to Government, will show more completely the character of that Document, according to which, if Jyepore had not entered in a Treaty with the British Government, the Khetree Chief would have been received under our protection but the Treaty with that State having been concluded, his allegiance to the Rajah of Jyepore remained unimpaired

3 You will be pleased to make the necessary communication to the Khetree Chief, apprizing him of the real circumstances under which he stands with relation to the British Government as the Proprietor of Kote Pootlee and you will decline to receive communications from his Vakeels at Delhi regarding any affairs but those of Kote Pootlee

Fort William 1st October 1830

I have etc

(Signed) Geo Swinton

Chief Secretary to the Government

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Fort William, 1st October 1830

I have etc

(Signed) Geo Swinton

Chief Secretary to the Government

COUNCIL RESOLUTION NO 40 DATED THE 24TH OF DECEMBER 1930 A D

40 Finance Member's note dated the 9th December, 1930 recommending that sanction be accorded to the abolition of transit duty on goods exported from, or imported into, Thikana Uniara direct from foreign territory through the Chauth-ka-Barwara Station on the Jaipur State Railway provided that bulk is not broken anywhere except within the Thikana limits The Thikana shall not levy any duty on Jaipur State goods in transit through Uniara nor levy duty on Sugar Gur etc which is not permissible under treaty obligations between the British Government and the Jaipur State

Resolution No 10

Resolved that the recommendation of the Finance Member be accepted

LETTER FROM RAO RAJA SANGRAMSINGH REGARDING MAPA AND RAHDARI DATED MAGH SUDI 13 SAMBAT 1928 = 1871 A D

Shri Ramji.

Siddh Shri Sarbopma Panditji Shri Motilalji Marzaji Shri Ghulam Ahmad Begji jog likhtan Rao Rajaji Shri Sangramsinghji ken namaskar mujro banchjo Atha ka samachar Shri • Ji ki kirpa kar bhala chhe Raj ka sada bhala chahije Apranch kagaz raj ka ba hawale kaifiyat Muntzim Sayarat hawale arzi Darogha Todaraisingh muqarrar karne Mushraf me Kanwara wa Kamdaran Uniara mafiq Qanun nahin diwane ke uzar liyata hai ki bandobast is ka kara deoge, aya Jawab is ka yeh hai ke Kanwara I yahan ka Taluqdar kun to takid kar di hi gai chhe aur Qanun ko nakso yahan par bhijaola jis mujib bandobast kara diya jawega Aur Rahdari ki kori to Mushraf lewe chhe aur gaon mazkur ko Mapo yahan jama howe chhe Is waste Mushrafan ne takid ho gai chahije ke Rahdari ki kori to nawa Qanun mujib le lewe aur siwai muzaitam gaon sun nahin karen Miti Mah Sudi 13 sa 1928 ka Ba kaghzat sabiqa pesh howe—Miti Phagun Sudi 2 Sambat 1928

Hukam—Muntazim Sayarat ko is ki ittla likhi jakar likha jawe ke Mushraf ko wahan takid likhdo ke hasb Qanun hasil leta rahe Faqat Miti Phagun Budi 9 Sambat 1928

TRANSLATION

The Name of God

Letter from Rao Raja Sangramsingh to Pandit Motilal and Mirza Ghulam Ahmad Beg

After compliments — I received your letter referring to a letter from the Muntazim of Sayarat, based on the Darogha Toda Raisingh's report about the appointment of a Mushraf (Customs Officer) at village Kanwara and about the Kamdars of Uniara raising objections to the Mushraf's realizing duty in accordance with the (State) tariff rates and asking me to settle the matter I write in reply that our Taluqdar at Kanwara has now been given the necessary instructions Please send a copy of the (State) tariff rates here and arrangements will be made accordingly The Mushraf realizes the Rahdari dues while the Mapa of the above-mentioned village is taken here by Thikana Uniara The Mushraf should therefore, be directed to realize the Rahdari dues according to the new tariff rules, but not to interfere improperly with the village Dated Mah Sudi 13 St 1928

To be put up with previous papers Dated Phagun Sudi 2 Sambat 1928

Order — Muntazim Sayarat to be informed of this and directed to write to the Mushraf there to realize (hasil) duty according to the rules

REPORT

ON

PATAN

BY

C. U WILLS, C I E, I C S (*retired*)

PANDIT SEETLA PRASAD BAJPEYI, C I E,
RAI BAHADUR (*Chief Justice, Jaipur State*)

THAKUR MAHENDRA PAL SINGH of KOTLA
(*U P Civil Service*)

FORMING

THE COMMITTEE OF INQUIRY

APPOINTED IN ACCORDANCE WITH

JAIPUR STATE GAZETTE NOTIFICATION No 17164

DATED THE 17TH OF NOVEMBER 1933

Delhi—Printed at the I M H Press

CONTENTS

REPORT

APPENDICES

ABBREVIATIONS USED IN THIS REPORT

P	Jaipur State Papers relating to PATAN
P S	Jaipur State Papers relating to PANCHPANA-SINGHANA

REPORT
ON
THE PATAN THIKANA

PART I — INTRODUCTION

1. A copy of Jaipur Gazette Notification No. 17164, dated the 17th of November, together with Mr. Wills' printed report, was issued to the Vakil of the Patan Thikana on the 22nd of November, 1933. The hearing of the case was originally fixed for the 29th of January, 1934, but was subsequently postponed to the 14th of February The Thikana then asked for time up to the 5th of March for the preparation of its Written Statement; and this was agreed to — the hearing of the case being once more adjourned till the 20th of March. On the 20th of March, however, the Thikana failed to put in an appearance, and a reference was then made to His Highness the Maharaja who desired that one more opportunity should be given to the Thikana of presenting its case orally before the Committee of Inquiry The final hearing was fixed for the 2nd of April, on which date the Thikana Vakil appeared with the request that, since the Thikana could not be represented by Counsel from outside the State, its case should be considered in the light of the full Written Statement (App A) which had already been submitted This was agreed to, and the proceedings were closed. But, after our report was drafted, the Raoji of Patan was again, by Gazette Notification No. 72 V P O, dated the 6th of April, 1934, allowed further time up to the 10th of October for the production of additional documentary evidence relating to his case, so as to place him, in this respect, on the same footing as the other Thikanas with which we have had to deal. Accordingly, on the 28th of September, he submitted eleven additional documents — all of them grants in which the Rao of Patan's ancestors had appropriated to themselves honorific titles such as "Shri Maharaoji", culminating in "Shri Maharaja Dhiraj Maharajji" on the occasion of the grant of a well and 15 bighas of land in 1914 A D by the present Raoji's father. Such evidence had little bearing on the case before us We had

already (see para 35 below) noticed an occasion on which the present Rao's father called himself "His Highness the Maharaja" Such an assumption of exalted title merely indicated, what we already knew, that the Rao of Patan claimed sovereign or semi-sovereign right *vis-à-vis* His Highness the Maharaja of Jaipur Nevertheless we gave the Raoji an opportunity of arguing any claims he might put forward on the basis of these eleven additional documents, and fixed the hearing of his arguments for the 19th of November The Raoji failed to put in an appearance on that date, merely asking for an extension of time for the preparation of his genealogical tree We declined to prolong the proceedings further on this insufficient ground and, therefore treated the case as finally closed on the 19th of November, 1934

2 The Patan Estate lies some 70 miles to the north of Jaipur It is the only Thikana we have to deal with, which is not held by a Kachhwaha It comprises some 50 villages lying in a compact block, and is held by the Rao of Patan, who is a Tanwar Rajput

3 In accordance with paragraph 2 of Jaipur Gazette Notification No 17164, dated the 17th November, 1933 our Committee is required to consider and report upon the following points —

(i) Whether the Revenue demand from the Rao of Patan is permanently fixed or is liable to revision, and, if liable to revision, what revision, if any, would now be justified,

(ii) Whether His Highness the Maharaja Sahib Bahadur should or should not, assert his sovereign right to the minerals found within the limits of the Patan Estate, and

(iii) Whether the existing Customs Cordon of the Jaipur State should, or should not, be extended so as to include the whole of Patan, if so, whether compensation should, or should not, be paid for any reduction of the legitimate income of the Rao of Patan which will result from such an extension, and if compensation is to be paid, on what basis or principle should it be calculated

Part II—PATAN'S STATUS WHEN FIRST INCORPORATED IN JAIPUR

4 Before proceeding to deal with the particular issues set forth in the preceding paragraph, we may consider the fundamental divergence of opinion which exists between the Rao of Patan and the Jaipur Durbar, as regards the status which the former enjoys The Thikana has since long in spite of its small size, made great pretensions to a semi-independent political jurisdiction, and these claims are asserted at length in the Written Statement presented by the Thikana in the present case The argument, briefly stated, is as follows — 'Patan claims its territorial rights and political status as that of a Chief, on the basis of the original right of conquest, ripened by prescription and convention Equity, supported by history and tradition is in favour of the claim of Patan" 'The title of the Chief of Patan is not derivative but inherent—inherited from his ancestors" The Thikanedar of Patan is designated by the title of 'Rao' and is referred to in the earliest State papers as 'Zamindar" Extracts from British authorities are quoted to show that the Zamindar was the proprietor of the land, and it was a term applied to Chiefs who were more or less independent, and that 'Rao' denotes 'a King or Chief, whether independent or paying tribute or revenue to the Moslem King' It is urged that Patan's right was never questioned', and that Maharaja Sawai Jaisingh holding the tract under a grant from the Mogul Emperor, "was not competent to annul or alter the pre existing rights of the ancient Zamindars" As regards the evidence that Patan was held for many years in Ijara from the Maharajas of Jaipur, it is maintained that "the word Ijara seems to have been used indiscriminately in the old Raj documents without any regard to the actual facts and as such, conveys no correct idea

5 The Thikana's main contention is that Patan is an ancient Chiefship or semi-sovereign State which during Sawai Jaisingh's rule entered into a subordinate Tributary relationship with the Jaipur Durbar To meet this argument it is only necessary to place Patan in its proper perspective geographically and historically in relation to the Jaipur State The Thikana is a very small tract which formed when it was first incorporated in Jaipur, a "tappa", or administrative subdivision of the Gaonri par-

ganah, and consisted (See Appendix B) of three main (*asli*) villages only, with their hamlets (*dakhli*) — namely Mauza Patan, with 38 hamlets, Mauza Dokan, with 6 hamlets, and Mauza Kundla, with 3 hamlets. Sir John Malcolm in his 'Memoir of Central India", published in 1826, explains these terms. For purposes of Revenue administration, he tells us, "the lands in Central India are divided into governments containing ten to forty districts (*Pergunnahs* or *Mahals*), each district having from fifty to upwards of three hundred villages. The next subdivision is a lesser district, called *Taluqa* and sometimes *Tappah*, which may be estimated from 5 and 6 to 20 and 30 villages. The latter have often two, three and four hamlets belonging to them, which are called, in the Revenue account, 'dependencies". The large village is called in the Account *Asli* or "the original', the smaller ones *Dakhili* or "the incorporate" (Op. cit. II p 4)

6. Against this description of Patan, as an altogether minor *administrative* subdivision, the Rajputana Gazetteer of 1879 (Vol. II p 140) may be quoted in support of the more pretentious story that the present family, after settling at Patan about 800 years ago, "*have since ruled there*, undisturbed by the political commotions which have, from time to time, disquieted and disunited the neighbouring estates in and around the province of Torawati'. But such a general assertion as this, if we interpret it literally, can command no confidence. It is incredible that an isolated holder of three main villages with their 47 hamlets should ever have enjoyed real political independence, except in times of administrative chaos, it is impossible that he should have done so over any lengthy period, and it is certain that he could not have done so in the first half of the 18th century, when Maharaja Sawai Jaisingh dominated all this part of the country.

7. Turning to the earliest Patan document we possess (for the year 1732 A. D.), we find Rao Bakhshiram of Patan, qua "Zamindar", holding this little "tappa" under an agreement (*qabuliyat*) with the Jaipur State which fixed the assessment of the tract for one whole year at Rs 39,937-8-0, and allowed the Rao to deduct from that figure a sum of Rs 3,500 as his *nankar*, or service allowance (See App. B). This document clearly indicates the status of the Rao of Patan when he first came into subordination to Sawai Jaisingh, but it contains no suggestion in his favour of political

authority, of tributary chiefship or even of proprietary right. This is evident from the use of the significant term, "nankar"; for a tenure-holder of permanent or independent status would have been as unwilling to accept a mere "service allowance" as he would have been to submit to an annual assessment under a "qabuliyat".

8. Patan's Written Statement explains "nankar" as "a discount for prompt payment". Its true significance will be apparent from the following quotations from authority. In the historian H. H. Wilson's *Glossary of Revenue Terms,* published in 1855 A. D, we read. "Nankar ... In Bengal finance a term applied to an assignment of a portion of the land or revenue of an estate, made to the occupant or Zamindar as an allowance for his subsistence, usually amounting to about five, or sometimes ten, per cent. on the assessment payable to the State ... The term was also applied *to assignments of land or revenue made, as subsistence money, to fiscal* and village officers". It will be noticed that the Patan *nankar* of Rs 3,500 in 1732 was approximately 10 per cent of the total assessment of Rs. 39,937-8-0 payable to the State (See also Baden-Powell's *Land-Systems of British India,* Vol I. p 514)

9 Sir John Malcolm in his Memoir (from which we have already quoted) removes all doubt as to the significance of the terms Zamindar and nankar. "In Central India", he writes, "the first in rank and consequence of the native or *local hereditary officers* is indiscriminately called Mundlooee, Chowdry, or *Zemindar.* The former terms are usually given in the Mahratta Governments, *the latter almost always designates this officer among the Rajput States.*

"In India, every class and tribe of men have their superior That of landholders and cultivators is the Zemindar, a term which literally means landholder and is (particularly in Central India) constantly used to designate a proprietor of the soil; but the *Zemindar of a province or district,* though, no doubt, originally raised by the rank and estimation in which he was held by his class, has always combined with his duties those of *a functionary of Government.* His station is hereditary, he is supported by a grant (This species of *grant to Zemindars and other hereditary local officers is called Nankar,* a compound Persian phrase of

"Nan", bread, and "Kar", work, *meaning support for service*) of land which differs in amount according to the size of the district and other circumstances, and he has, besides lesser dues, a percentage upon the collections which, in Malwa, varies from four to eight per cent He pays no revenue to the Government, but usually presents at the Dusserah feast an offering to the Collector, and is subject, like others, to those demands which, under the head of extraordinaries, are imposed in an arbitrary manner by distressed or oppressive Princes The Zemindar (as has been mentioned) has a due (generally one or two rupees) from every village in the district He has also a trifling claim on each caste and trade as a blanket from weavers, oil from oilmen, a pair of shoes from shoemakers, and so forth

"The duties of the Zemindar are to preserve order and peace (he is expected to maintain a body of armed adherents), and, by the influence of his station and character, *he is, when there is difficulty in collecting the revenue usually the medium through which it is realised*, and while Government employs his services, he is the person to whom the cultivators look up as their protector against any acts or power that are in violation of established usage

* * *

The Zemindars in Central India are of all tribes, except the lowest They in general can boast of having held their offices for a number of successive generations Many have commissions from the Emperors of Delhi and some from the Pathan sovereigns of Malwa Several distinctly trace their rise to local services such as the restoration of waste lands, some to the seizure or defeat of robbers who infested the country to which they were appointed, while *others have the more legitimate title of being the heads of the clans and tribes by whom the tract was first settled and cultivated*'

10 These quotations sufficiently indicate the real position of the Rao of Patan in 1732 He was, doubtless, the head of the Tanwar clan in his locality, and so the Mogul Government appointed him hereditary Chief Officer or Zemindar for this little tappa, responsible if the need arose for the collection of the rents and for the payment of the revenue to the State — duties for which he was remunerated, in the usual manner, by a nankar, or cash rebate for his service If it be argued that descriptions taken from Central India do not necessarily apply to Jaipur, we would point

(as one among many local instances) to the long recognized status of the Thakurs of Diggi as Zamindars of the parganah of Malpura in the Jaipur State. We reproduce three documents in this connection in Appendix Q. They clearly demonstrate the local meaning given to the grant of zamindari in Mogul times, and indicate beyond the possibility of doubt that as in Central India so also in the territories which now form the Jaipur State the zamindari was an office of dignity (as we have already shown) but created a status that had no reference whatsoever to the tenure of land.

11. The word Zamindar is perhaps the most elastic in the land revenue vocabulary of India. Baden-Powell speaks of it as "this Protean term" and Patan has adopted in the present case the simple expedient of expounding the meaning of the word favourable to his own contention without reference to the context in which it occurs in the essential document of 1732 A.D. The Mogul Emperors applied the term "Zamindar" to Independent Chiefs (*e.g.* to the Maharana of Udaipur — Tod's Annals edited by Crooke pp. 421 and 444) but in such cases the word was used by the Emperors by way of deliberate disparagement because the Mogul Government did not recognize the Chiefs' independence. It would be absurd to argue that because independent Chiefs were called Zamindars by the Mogul Government therefore all Zamindars were independent Chiefs. Yet it is on this analogy that we are asked to believe that Bakhshiram the hereditary Officer in charge of Patan's three villages and 47 hamlets was in 1732 A.D. a Ruling Chief. It is idle to pretend that at the time of which we are writing a mere Zamindar like the Rao of Patan could have enjoyed by some inherent right either in theory or in practice a political status or even a valid land tenure independent of Maharaja Sawai Jaisingh the *de facto* Ruler of the Jaipur State. The real insignificance of the designation "Zamindar" which is now offered as conclusive proof of Patan's claim to original independence is shown by the fact that this term appears only on three occasions in the early Patan papers, has never been mentioned since 1762 A.D. in any record we possess and has never been employed in reference to any territorial Thikanedar in the Jaipur State for the past 150 years.

12. It is urged in the Written Statement submitted by Patan that

'the custom of primogeniture with its necessary incident of impartibility, which is an emblem of rulership and survival of sovereignty, regulates the succession in the Patan family The reply to this is obvious Primogeniture may be a survival of sovereignty but it does not follow that past or present sovereignty is to be inferred from primogeniture The transmission of every hereditary office tends to be regulated by primogeniture and *in the normal course the duties of a hereditary village Headman or* of a hereditary village servant pass to the eldest son In the case of Patan the Rao held the tappa as hereditary Zamindar or executive Chief Officer, of the tract and this fact explains the custom of primogeniture which now regulates succession to the Patan Estate

PART III — SAWAI JAISINGH'S DISPOSAL OF PATAN

13 Patan was a tappa of the parganah of Gaonri which was again one of Five Mahals which Sawai Jaisingh obtained from Nawab Muzaffar Khan the Faujdar of Narnaul in 1730 A D Gaonri was given in Ijara with other areas to Harisingh Chhabra in 1731 (P S 47) but in 1732 it was probably under direct management which may explain the existence of the detailed record of this year relating to Patan which we have examined in the preceding paragraph In 1733 and 1734 Gaonri was in Ijara with Mirza Babar Beg (P S 64) In 1735 half was khalsa and half in Ijara with Sheosingh Shekhawat (P S 72 73 and 78 A) while in 1736 it passed to Dalelsingh Rajawat for three years (P S 84) Rao Bakhshiram of Patan now came forward with an offer of Rs 75000 for the 'parganah of Patan (*a new unit which included Patan tappa with other* adjoining areas) but was refused it — Dalelsingh Rajawat's offer of Rs 55000 being preferred This suggestion of rivalry between Dalelsingh and Bakhshiram is strengthened by a series of documents (P 9 10 12 13 14 and 15) which indicate that in 1738 actual possession of the Patan tappa was for a time transferred, or was about to be transferred to Dalelsingh Rao Bakhshiram was certainly ousted for we possess a parwana of 1740 A D (App C) which definitely confers the zamindari of Patan upon Sardulsingh Shekhawat, in view of Bakhshiram's irregularity in his payments to Dalelsingh and two years later there is another specific parwana from Maharaja Sawai Jaisingh, dated Phagun Sudi 9 St 1799 or 1742 A D,

whereby half of Patan was given (while Bakhshiram was still alive) to his son Ranjitsingh in "zamindari", with instructions to pay in future half of the Ijara money which his father had contributed (See App D)

14 It is only by conjecture that we can explain this document of 1742 A D Rao Bakhshiram was still alive—for Ranjitsingh is addressed as "Kunwar" (P 23) But Bakhshiram had lost his zamindari to Sardulsingh Shekhawat in 1740 A D We therefore, now see Sawai Jaisingh exercising his authority to confer upon one of the sons during the father's lifetime, *as a new grant* the executive Headship of the tract together with an Ijara for the payment of the revenue What happened immediately after this we cannot tell, but in 1756 A D Rao Dhirajsingh is found in possession of the whole tappa on a stabilized Ijara assessment of Rs 30 000 *plus* an extra 2%, making Rs 30 600 in all, and in 1759 the Ijara is shown with his son Zamindar Rao Sampatsingh Tanwar' on the same assessment (Appendix E)

15 We have now detailed the main facts of the case as accurately as we can from the limited number of old papers in our possession Our main conclusion is that whatever position in the Patan tappa Rao Bakhshiram retained after 1730 A D and whatever title Kunwar Ranjitsingh Rao Dhirajsingh and his son Rao Sampatsingh secured from 1742 A D onwards, that position or title was only enjoyed by virtue of its recognition by the Maharaja of Jaipur The Tanwar family of Patan the head of which had previously assumed or been decorated with the title of Rao, had a sentimental claim to the hereditary executive control of a small administrative unit but they had no inherent right to that office Had they been altogether ousted the ex Zamindar might perhaps have received permission to collect bhom, certain perquisites in cash and kind from the tract in view of his former status (Compare the Zamindari bhet in Central India) But they were not ousted Sawai Jaisingh though he ejected the father subsequently gave his sons and grandson the zamindari He further conferred on them the Ijara or Lump of the revenue in addition to their duties as mere Zamindar—an arrangement which of course obliterated at once the old *Nankar* or service allowance and as a matter of fact, soon obliterated the recollection of their former zamindari

also The Thikana's attempt to raise, on the foundation of the facts enumerated above a claim to an original proprietary right in the Patan tappa *and to a semi-sovereign or semi-independent territorial Chief-*ship in that small administrative subdivision cannot stand investigation and is completely and finally discredited

Part IV — TENURE HISTORY TO 1818 A D

16 In one respect the tenure of Patan in the 18th century can be distinguished from that of the Thikanas of Shekhawati We can find no evidence in the State papers of any *reported* diminution made from the gross Ijara assessment of the Thikana on account of jagir or patta grants for military service to be rendered to the State by the Rao or his relations The reason for this was possibly that the Rao was not a Kachhwaha He was, of course liable to military service like every other landholder in the State, but this was not made explicit as in the case of the Shekhawati Thikanas by a recurring remission in the annual account The Rao of Patan was not a regular Jagirdar of the State He was in the 18th century primarily an Ijaredar whose original Ijara developed, in the course of time, into a superior landholding tenure of unquestionable strength The Ijara by which in or before 1756 A D the assessment was stabilized at Rs 30600, was for an indefinite period It was soon recognized as hereditary, and thus acquired the character of a permanent or *istimrari*, tenure — though the epithet istimrari is never actually used in any of the State papers which have come to our notice There are among the State records at least a dozen documents in which the Ijara payments of the Tanwar family of Patan are mentioned at different times down to St 1823 (1766 A D) Thereafter the term Mamla which indicated the *net* sum payable under an Ijara assessment after allowing for any additions and deductions was gradually substituted But this small Thikana was soon to enter upon the time of trouble The gross assessment in 1787 A D was still the old *figure of Rs 30600 dating from 1756 A D or earlier but in 1802 A D* it was reduced to Rs 20001 *plus* Rs 2500 for expenses In 1804 A D it was only Rs 13001 *plus* Rs 500 for expenses, but it was again raised to Rs 22000 and from this figure the total assessment was, subsequent to the Treaty and Settlement of 1818 A D, suddenly and unaccountably reduced

for Sambat 1875, or 1818-19 A D, to Rs 12,000 only This gross figure of Rs 12,000 (as exhibited in Appendix F which reproduces App P to Mr Wills' printed report) is that from which the net assessment, or Mamla, of the Patan Thikana has ever since been calculated

17 We have no material wherewith to construct any separate detailed account of the development of the status of the Rao of Patan between the death of Sawai Jaisingh in 1743 A D and the Treaty with the British and the Settlement with the Thakurs in 1818 A D Only on one occasion (after Sindia and De Boigne's victory at the battle of Patan in 1790 A. D) does the Rao of Patan make his appearance in the local history of the period when, as Compton expresses it in his *European Military Adventurers of Hindustan*, he 'submitted to become a vassal of Sindia' This does not indicate that he broke away from Jaipur for Jaipur itself submitted to Sindia Moreover, we find among the State papers of 1791 A D a document in which Baghsingh of Khetri agrees to assist Rao Chaturbhuj one of the State's Officers in realizing four lakhs of rupees from Shekhawati and Patan and again after Sindia's death we find Patan once more paying Mamla to Jaipur But during Amir Khan's prolonged operations in the Jaipur country prior to the British Treaty of 1818, Maharaja Jagatsingh's authority dwindled to vanishing point The conquest of the Marathas and annual visitations of the Pindaris writes the author of *An Historical Sketch of the Princes of India* published in 1833 left the Maharaja no power beyond the walls of Jaipur — the whole country being in the occupation of the lawless bands of Ameer Khan and the feudatories being independent in their fortresses Patan perhaps also in spite of its small size maintained a precarious semi-independence during this troubled period In any case we may safely presume that Patan, in its degree followed the normal course pursued by the other outlying Thikanas of the Jaipur State that the lapse of time the weakness of the Rulers and the growth of a prescriptive title created a land tenure which was by general consent regarded as being of a hereditary and permanent description and that the course of events prior to 1818 A D "transformed these subordinate Jagirdars into semi-independent Tenure-holders each regarded as the hereditary owner of his Thikana (Mr Wills' printed report paras 37 and 25A)

PART V—THE TREATY AND SETTLEMENT OF 1818 A D

18 Amir Khan was quickly brought under control by the British in 1818, a Treaty between the Jaipur State and the East India Company was signed in April of that year, and, "this being effected the feudatories (of Jaipur) were convened, and agreements were entered into, securing them in their legitimate rights and possessions, while the lands they had usurped were restored to the Maharaja" *(Historical Sketch of 1833)* By the Eighth Article of the Treaty itself it had been declared that "The Maharaja and his heirs and successors shall remain absolute rulers of their Territory and their Dependents (*i e* Thakurs) according to long-established usage", and, in order to define the relations between the Maharaja and his Thakurs, ten Articles were, on the 21st of June, 1818, at a Grand Durbar in the presence of Maharaja Jagatsingh, drawn up and signed by "every Thakur of the State of any note' The proceedings are described at length in a despatch of the 22nd of June from the Resident, Sir David Ochterlony, to which a copy of the Articles of Agreement was attached A copy of the Despatch and of the Agreement is given in Appendix H to Mr Wills' printed report.

19 In the Written Statement, submitted by the Thikana, it is observed that 'Patan has no knowledge of the alleged Settlement, dated the 21st of June, 1818 between the Raj and certain Thakurs, nor was the then Rao of Patan a party to it Such Settlement bore no reference to Patan State" No authority for the latter statement has been given, but it is intended, perhaps, to deny that the Thikana then formed, or now forms, a part of the Jaipur territory, and to assert that Patan is still an independent State in merely voluntary, but undefined, treaty relations with the Jaipur Darbar This contention, if we have interpreted Patan's argument correctly, need not detain us It may suffice to refer to paragraph 150 of Mr Wills' printed report, from which it will be seen that, a hundred years ago, even an attempt by the Rao of Patan to secure some direct recognition from the nominal Badshah at Delhi was regarded as an act of insubordination In 1835 the British Government, *through the Jaipur Darbar,* demanded from Patan the return of the "Khilat of Alkab" received by

him from the King of Delhi (Old British Official Records, page 152) The point is only mentioned here to indicate how perseveringly these absurd pretentions are maintained and to emphasize the necessity of checking them, if the State's authority and integrity are to be preserved

20 Returning to the Settlement of 1818, we can assert with confidence that the Articles of Agreement, then drawn up, were made fully applicable to the Rao of Patan He can only have escaped personal participation in the Settlement on the supposition that he was not, at the time classed among "the Thakurs of the State of any note", every one of whom, Ochterlony tells us, was in attendance when the document was ratified Accordingly the Rao of Patan was, like other Thakurs, confirmed in his 'ancient rights and domains", while the 'ancient customs of the Raj and the prerogatives of the Maharaja" were proclaimed in the Articles of Agreement. We need not now attempt to define "the ancient rights" which were guaranteed by the Settlement of 1818, but it is certain that those ancient rights did not include the exercise by the Rao of Patan of any sort of *sovereign* authority or independent *political* jurisdiction, seeing that the Maharaja had by the Treaty itself, been declared to be the absolute ruler of his territory and his Dependents according to long-established usage Long-established usage in Patan's case involved a conventional assessment levied under a permanent Ijara or Farm from the hereditary Rajput Zamindars of the tappa Such was the stable customary system which had prevailed for more than half a century after 1742 A D and which was only disturbed when Maratha, Pindari and Rohilla destroyed the administrative machinery of the State

21 As indicating Patan's close subordination to the Jaipur Darbar after the Treaty of 1818, we may quote a curious incident reported in Colonel Lockett's Journal of 1831 (App H) Lachhmansingh was the eldest son of Rao Jawahursingh of Patan but the latter "shewed, on several occasions, a preference for his younger son Bishansingh Lachhmansingh on ascertaining this fact, consulted with some of his profligate companions and they advised him to put his father to death without delay as the surest mode of securing his own rights He adopted the counsel and having called in two Rajput associates, entered into his father's room at

midnight, while he was asleep and murdered him in his bed. As a punishment the Jaipur Darbar imposed upon Lachhmansingh a fine of half a lakh of rupees towards which we have the entry (P 65) of a payment of Rs 20515 10 6 in the State Accounts for St 1875 (1818-19 A D)

PART VI — TENURE HISTORY DURING BRITISH PERIOD

22 As has been explained in a general way for the Jaipur State in Mr Wills printed report the Settlement under the Treaty and Articles of Agreement effected by Sir David Ochterlony in 1818 was forgotten during the turmoil and confusion which prevailed during the first 17 years of the succeeding Minority Administration. The earliest British account of Patan which we possess is provided by Col Lockett's Journal of 1831 (App H). Misled by the romantic spirit which inspired Tod's Annal of Khandela which bulk so large in his Annals of Amber the Political Officers of the Rajputana Agency seem to have held throughout the latter half of the Long Minority (1818 1835 A D) that every extensive Thikana held on an assessment without apparent liability for regular military service was an Allodial Chiefship or petty State in subordinate alliance with Jaipur to which by long standing custom it paid a fixed and unalterable annual Tribute. It is only necessary to glance through the correspondence of the period to realize the validity of this assertion. Patan was held to be a Tributary Chiefship then and has been regarded by the British Government as a Tributary Chiefship ever since.

23 The tract has been too small to secure the same attention from British official writers as has been accorded to certain other Thikanas of the Jaipur State and we can find no mention of it in the Rajputana Gazetteer of 1908 but in 1879 we are expressly told that Patan is a small Tributary Chiefship specially interesting from the fact of its *Rulers* having sprung from a very ancient house — the Rao of Patan being the direct lineal descendant of the Tuar Kings of Delhi who were expelled that place about eight hundred years ago on its capture by the Ghor Dynasty. The family settled at Patan and have since *ruled* there undisturbed by the political commotions which have from time to time disquieted and disunited the neighbouring estates in and around the province of Torawati. The

Chiefship possesses many fertile and well watered plains capable of producing the richest crops" (Gazetteer of 1879, Vol II p 140)

24 This account has been criticized already in paragraph 6 above, and little further need be added here. It may suffice to say that when, some time after the Mutiny, a State Police Force was formed and State Criminal and Civil Courts constituted for the Mufassil of Jaipur, no consideration was paid to Patan's claims to semi-sovereignty or to its private political jurisdiction. In spite of the Rao being described in the British Official Gazetteer of 1879 as a Tributary Chief and as Ruler of his Thikana his whole territory was subjected to State control in matters of Police and Criminal and Civil Jurisdiction.

25 The only Special Powers that the Thikana now enjoys are —

(i) restricted rights to certain dues analogous to 'Customs' (see para 27 below),

(ii) the privilege of appropriating the "Minor" minerals found within his Thikana limits (see para [illegible] to [illegible] below), and

(iii) restricted Excise rights in regard to the vend of intoxicating liquor (but not of intoxicating drugs).

In addition the Rao of Patan enjoys a conventionally stabilized assessment of Rs 7475-11-0 derived from a basic assessment of Rs 12000 to which it will now be necessary to direct attention.

PART VII— THE REVENUE ASSESSMENT OF PATAN

26 We have already noted that the conventional assessment of the Patan [illegible] A.D., [illegible] *plus* an additional two per cent [illegible] for half a century but in [illegible] A.D. [illegible] Rs 20001 [illegible] After the [illegible] Settlement of [illegible] and we possess [illegible] A.D. [illegible] that the Rao of Patan [illegible] Rs 12000 has been [illegible] the benefit for 115 years.

27 The new lenient assessment was rapidly stabilized The reason for this can, with probability, be found in the following entry in Col Lockett's Journal of 1831 (See App H) "The title of Rao was given they say, to the head of the family by the first Mahomedan King of Delhi, *who fixed at the same time the tribute at, 12,000 rupees for the Patan villages* which amounted to 54 *When the Country came into the possession of Raja Jaisingh of Jaipur, the same amount of tribute was demanded, and the same is paid at the present day* " Col Lockett, who was the first A. G G for Rajputana, records this surprising statement without comment The fixation of the "tribute" at Rs 12 000 was carried back by his informant from the true date (1818-19 A D) to a remote historical period in the 12th century All we can say is that, when such an extreme distortion of fact was able to pass muster a hundred years ago it can hardly be matter for surprise that a mistaken estimate of the status and history of the Jaipur Thikanas succeeded at that time in gaining general currency

28 It is interesting to observe at this point that the application of the term ' tribute ' to Patan's assessment has changed during the course of a hundred years In 1831 A D the *basic* figure of Rs 12 000 was taken by Col Lockett as ' the tribute fixed for the Patan villages But in the latest (1931) edition of ' the Rajputana and Ajmer List of Ruling Princes Chiefs and Leading Personages ' (page 83) we read that ' Rao Udaisingh of Patan pays an annual tribute of Rs 7,641 to the State This would concede the Thikana an important point of principle, for it suggests that the *net* assessment, or Mamla, to be deduced from a series of additions and deductions is now permanently fixed This view, however, was not suggested to Col Lockett in the case of Patan a hundred years ago and it has no valid authority behind it Neither the gross nor the net assessment of Patan has ever been permanently fixed

29 The first question we have to decide is whether the basic assessment of Rs 12 000 for the Patan Thikana is sacrosanct It is certain that the stability of this assessment has arisen from a misapprehension evidently fostered by the Thikana, which grew up during the Long Minority Administration The Political Officers in the early days were satisfied beyond

cannot be altogether disregarded, and we, therefore, suggest a new permanent Mamla, calculated on the basis of the lowest gross assessment which was accepted by the State prior to the collapse of the local administration in the Time of Trouble The compromise suggested will, in our opinion, be a very fair one

Part VIII — MINERAL RIGHTS IN PATAN

33 The question of mineral rights in the Patan Thikana presents no difficulty Here, as elsewhere in the Jaipur State, a distinction has been drawn, by Council Resolution No 5 dated the 19th of October, 1926 (App K), between 'mining rights" in 'major" minerals and 'quarrying rights" in 'minor" minerals The latter alone have been conceded to the Rao of Patan After examining the evidence produced on behalf of the Thikana, the State Council in 1926 acknowledged the Rao's right to the quarries in his Estate — with the reservation that the State is at liberty to take stone from the Thikana quarries for its own use This decision was embodied in Resolution No 19, dated the 22nd of September 1926 (App L) Though that Resolution was passed a few weeks prior to the Resolution, previously mentioned, which gave precision to the definition of quarrying rights, yet we may safely assume that the quarrying rights conferred on Patan by the Resolution of the 22nd of September, 1926, are subject to the definition accepted by the State Council on the 19th of October

34 We would, however, draw attention to the recommendation contained in paragraph 196 of Mr Wills' Report It is there suggested that no quarry lease given by a Thikana should extend over a period exceeding twelve months except with the previous approval of the State We agree that some such proviso will be needed to enable the State effectively to exercise, free of charge after due notice, the right reserved to it of utilizing the Thikana quarries for its own purposes

35 In 1931 the Rao of Patan advanced a claim to the enjoyment of all mineral rights within his Thikana In support of his claim he put forward a draft agreement of 1900 A D drawn up between a prospective lessee of all mining rights in Patan and the Rao's adoptive father, designated

as having any special sanctity behind it In the circumstances it would seem to us a needless concession on the part of the State now, for the first time, formally to proclaim acceptance of a basic assessment of Rs 12,000 for the Patan Thikana, as fixed for ever under a Permanent Settlement The old conventional basic assessment was Rs 30,000 , and it was never less than Rs 20,000 at any date prior to 1802 A D We, therefore, definitely recommend that the assessment of the Patan Thikana be revised on the basis of an assumed *gross assessment of Rs 20,000 per annum To and from this figure we would* make certain additions and deductions, in accordance with the calculations which produce the present net assessment of Rs 7,473-11-0, except that we would omit the small item of Rs 200 deducted for sweets (*laddu*) which obviously cannot be permanently retained Our calculations, which are set forth in detail in Appendix G, produce a revised net assessment of Rs 15,010-7-9 which we would lower to the round figure of Rs 15,000 *per annum* As this net figure is just twice the present assessment we would recommend the following incremental scale — For the first 5 years, Rs 10,000 For the second 5 years, Rs 12,500 Thereafter a permanently fixed quit-rent, or Mamla of Rs 15,000 should be levied

32 As a concession to the belief, prevalent for so many years, that the Thikana's net assessment has been permanently fixed, we would strongly recommend that the final new net assessment of Rs 15 000 be recognized by His Highness and His Government as a quit-rent fixed in perpetuity under a permanent Settlement If it be objected that the assumed gross assessment of Rs 20 000 has been arbitrarily selected, we would reply that this is the minimum figure which we can take, having regard to the old assessments in the 18th century This is not a question of estimating, in relation to the annual assets or income of the property, what would be a fair assessment We are merely concerned, looking to the past history of the Thikana, to suggest a settlement which will do something to meet the indubitable claims of the State, while making allowance for the mistaken impressions in the Thikana's favour which have hitherto prevailed over so long a period It is in deference to the latter factor in the case that we recommend a permanent settlement in respect of a net figure of assessment which will be called 'Mamla" At the same time the undoubted, though long forgotten claims of the State for a revision of assessment

cannot be altogether disregarded, and we, therefore, suggest a new permanent Mamla, calculated on the basis of the lowest gross assessment which was accepted by the State prior to the collapse of the local administration in the Time of Trouble. The compromise suggested will, in our opinion, be a very fair one.

Part VIII.—MINERAL RIGHTS IN PATAN

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35. In 1931 the Rao of Patan advanced a claim to the enjoyment of all mineral rights within his Thikana. In support of his claim he put forward a draft agreement of 1900 A.D., drawn up between a prospective lessee of all mining rights in Patan and the Rao's adoptive father, designated

in the draft 'His Highness the Maharaja Mukund Singhji of Patan, under the jurisdiction of the Jaipur State'. A schedule attached to the draft agreement showed that iron ore had been worked at various times between Sambat 1876 (1819 A.D.) and 1956 (1899 A.D.). The Rao pleaded ancient practice since time immemorial in support of his claim, but his rights were decisively rejected by His Highness in Council Resolution No. 20, dated the 16th of July 1931 (App. M). The State Secretary recorded in a note of the 9th of June, 1931: His Highness considers that mineral rights are exclusively sovereign rights of the Durbar, throughout Jaipur territory in the absence of any sanad or authority from the Durbar specially granting such rights to any particular Thikana.

36. In view of the decisions above recorded, there can be no doubt now regarding the distribution of mineral rights in Patan as between the State and the Thikana. Nevertheless Patan, in the present inquiry, has argued in his Written Statement that Patan is the 'bapoti' (patrimony) of the Raos family and that the right in which it has been held is that of a Chief or landed proprietor. Consequently the mineral rights belong to the owner of Patan State and, as such have been inherent in the family since time immemorial. The territorial claims of the Rao of Patan have already been discussed, while the contention that the mineral rights are inherent in his family since time immemorial has already been considered and rejected by the State. We do not feel called upon, therefore, to discuss the matter further. We regard the decisions reached in 1926 and 1931 as eminently sound and practical, recognizing as they do, both the prescriptive claims of the Thikana as well as the sovereign rights of the State. The right to minerals of commercial value automatically appertained to the Emperor under Mogul rule. In Rajputana also as is evidenced by Udaipur the right to minerals is a sovereign prerogative being included in the three attributes—*An* (allegiance), *Dan* (transit duties) and *Kan* (minerals)—which Tod records as proper to the Maharana of Udaipur (Annals, edited by Crooke, I, p. 200). Both Hindu and Mahomedan tradition and practice unite in supporting the reservation to the Maharaja of Jaipur of all rights in 'major' minerals. For minor minerals, custom and prescription are likely to favour the local tenure-holder. As was observed at a Political Officers Conference in 1916: It is believed that the more important and old

established Thakurs in the Jaipur and Mewar States do actually enjoy the entire profits from stone quarried within their Estates, but the Darbar claims the right in theory' The settlement, therefore, of the question of mineral rights in Patan, effected by the Resolutions of the 22nd of September, 1926 and of the 16th of July, 1931, is an equitable settlement which we have no hesitation in endorsing We give in Appendix N a brief note on the mineral resources of the Patan Thikana, for which we are indebted to the courtesy of Dr W Chaudhri, the State Geologist

Part IX — INCLUSION OF PATAN WITHIN THE CUSTOMS CORDON OF THE STATE

37 In the matter of "Customs" also the Patan Thikana presents no special difficulty, as the case was fully investigated by the Minority Administration as recently as 1929-30 It was, at first, decided to place State Customs chaukis, or outposts on the outer boundary of Patan and to include the whole Thikana within the Customs Cordon of the State, but, on reconsideration, the Minority Council, under Mr B J Glancy as President, found that, in fact Patan had hitherto been included for Customs purposes in what was known in Mr Glancy's words by the unfortunate title of *Ilaqa Gair* or foreign territory The previous decision was, therefore, modified — the State Customs Cordon being established along the interior border between Patan and the rest of the Jaipur State It was at the same time, decided that Patan should receive a concession similar to that previously conferred on other "*Ilaqa Gair*" Thikanas — that of immunity from State taxation in respect of foreign exports and imports which passed to or from Patan through *State controlled area* without breaking bulk These decisions were embodied in Council Resolution No 16 dated the 19th of November, 1930, of which a copy is given in Appendix O

38 In one important particular the privileges of Patan were strictly circumscribed Shortly before the Resolution of the 19th of November 1930, was passed the claims of the Panchpana Sardars to charge Customs duties had been examined Mr Glancy had dissociated himself from the view previously held during the Minority that the State had admitted the right of the Shekhawati Thikanas to levy Customs duties He held that all they

possessed was "a kind of seignorial right to levy so much per maund or per head-load or camel-load on goods entering or leaving their domains As opposed to this toll, the right to levy Customs duty, properly so-called, is a sovereign right appertaining to the Darbar and to no lower authority" The decision in the Panchpana case, passed by Resolution No 20, dated the 11th of June, 1930, was taken as a precedent in passing orders in regard to Patan Accordingly special care was exercised in framing the Resolution in respect of the latter Thikana, so as to avoid any form of words which would seem to imply the State's recognition of the Thikana's right to levy "Customs" The levy by the Thikana of "specific dues" only was permitted, and these dues were to be controlled On the analogy of the decision of the 11th of June, 1930, regarding the Panchpana Thikanas, it was ruled in the case of Patan "that the Thikana be instructed not to make changes in the existing rates without the previous sanction of the Darbar"

39 This full investigation of 1930 greatly simplifies the present problem We have clearly to deal, not with Customs rights but with merely conventional seignorial levies which have, as an act of grace, been allowed to develop into the semblance of a Customs System from which, however, they have been definitely and deliberately differentiated There can, therefore, be no question but that, in the exercise of his sovereign prerogative, H H the Maharaja has every right to extend the Customs Cordon to the boundary of his State, so as to include the whole of the Patan Thikana. The only question that can now arise is the question of compensation for the legitimate perquisites which the Rao will be called upon to surrender

40 In the matter of compensation also we are definitely assisted by the proceedings of 1930 Mr Glancy wrote on the 20th of June "I think it is worth considering whether we should not call on Patan, in the first instance, to give us a statement of the dues which he has, up to the present, been levying on goods passing between Patan and Patiala, etc. I understand, from what the Rao Sahib told me that the income thus obtained by Patan was something between Rs 2,000 and Rs 3000 a year It might, perhaps, place the Darbar in a stronger position if the levying of these specific dues is permitted In the event thereafter of Patan proposing to

inflate the charges and so derive a higher revenue, the question of Ilaqa Gair can, if necessary, be taken up again In conformity with this view the Rao of Patan, on the 28th of September, 1930 submitted a statement showing the dues then being levied on goods passing between Patan and Patiala, etc and this statement is given in Appendix P It will be noticed that the statement is described as Naqsa Sharah Mahsul Zaqat Zaqat is the term in use in Shekhawati for transit dues which under the later Minority Administration, were specifically differentiated from Customs

41 Patan has misunderstood the decisions reached in 1930 It is observed in the Written Statement — "Customs right has been recognised by various Raj Courts and lately by the Mahakma Khas, by their Resolution No 16, dated the 19th of November 1930 Besides, Patan has always been treated as Ilaqa Gair in the matter of Customs right Proprietary title, convention and long standing usage, supported by justice, equity and good conscience are in favour of Patan's claim Besides Patan cannot accept the interpretations put in the Report (by Mr Wills) on terms such as Rahdari Sayar, Zakat etc. This mere rejection of the settlement effected in 1930 can serve no purpose The right to Customs was then deliberately withheld from Patan and the Rao accepted a position by which his levies upon trade between Patan and foreign territory were to be limited to specific dues under a schedule which was only to be varied with the sanction of the State The objections now put forward need not be considered further

42 The basis or principle on which compensation should be calculated for the legitimate loss likely to accrue to the Thikana from an extension of the Customs Cordon to the State boundary is obvious enough The average net income from Zakat, under the schedule submitted on the 28th of September 1930 must form the basis of the calculation To this basis a reasonable number of years' purchase may be applied This multiple will be framed when the statistical information for all the other Thikanas is available so that the scale of compensation may be either uniform or justifiably differentiated This concludes our note regarding the third of the issues enumerated in paragraph 3 above, upon which we are required to offer an opinion.

PART X — SUMMARY

43 Our conclusions in this case are as follows —

(1) The Patan family have, undoubtedly, a long hereditary connection with their Thikana, but there is no evidence to suggest that, in 1730 A D when Maharaja Sawai Jaisingh, as *de facto* sovereign, incorporated Patan in the Jaipur State, the Patan family enjoyed anything in the nature of a separate political jurisdiction or even anything in the nature of proprietary right On the contrary the first detailed document we possess shows the head of the Patan family to have been merely the Zamindar, or Chief *Executive* Official, of this small Tappa or *administrative* subdivision

(2) The present tenure of the Rao of Patan is directly due to the Jaipur State's recognition of his ancestors first, as holders of the zamindari and ijara of the Patan tappa and later, as holders of what was for all practical purposes, a lease in perpetuity or ijara istimrar for their Thikana on an assessment of Rs 30 600

(3) The Thikana secured, no doubt, a certain independence in relation to Jaipur during the Time of Trouble, but this was forfeited by the Treaty and Settlement of 1818 A D

(4) For many years both before and after the middle of the 19th century it was supposed by the Political Department that certain Jaipur Thikanas (and Patan probably, among them) stood towards Jaipur in the relation of petty States in subordinate alliance But this did not prevent the extension to Patan in the sixties of State Police control or of Criminal and Civil jurisdiction by State Courts, and there is no reason to suppose that the State ever acquiesced in the Political Department's interpretation of the Thikana's theoretical position

(5) Patan has long been regarded by the British Government as a Tributary Chiefship of the Jaipur State Nevertheless, we hold that it possesses no valid claim to a separate political jurisdiction at the present day We base this conclusion on the apparent terms and conditions under which it was

originally incorporated in the Jaipur State and upon the terms and conditions which were expressed in the Treaty and Settlement of 1818 A D

(6) By a long-standing convention the Rao of Patan has been treated as a Mamlaguzar, holding on a fixed net assessment of Rs 7,473-11-0 This figure rests upon a basic assessment of Rs 12,000, introduced in 1818-19 For the reasons given in paragraph 31 above, we would take as a basis for the calculation of a new Mamla, a revised gross assessment of Rs 20,000 Making additions to, and deductions from, this figure in accordance with the practice of the past (as shown in App G), we deduce a revised net assessment of Rs 15 010-7-9 which we would lower to the round figure of Rs 15,000 We suggest, however, an incremental scale of Rs 10 000 for the first five years, Rs 12 500 for the second five years, and, thereafter, a perpetual net quit-rent of Rs 15 000 *per annum* under a permanent settlement The Rao of Patan should be recorded in all State papers as an Istimrar Mamlaguzar This is our finding on the first of the issues enumerated in paragraph 3 of this report

(7) Patan has been conceded quarrying rights in "minor" minerals, while he has been denied mining rights in "major" minerals—and these decisions should be maintained This is our finding on the second of the issues enumerated in paragraph 3 above

(8) We recommend that the Customs Cordon of the State should be extended so as to include the whole of the Patan Thikana Suitable compensation should be paid to the Rao for the loss of his legitimate income from the dues which he was authorized to levy under Council Resolution No 16, dated the 19th of November 1930 This is our finding on the third and last of the issues enumerated in paragraph 3 above

(Sd) C U Wills
" Sitla Prasad Bajpai
" Mahendra Pal Singh

APPENDICES

WRITTEN STATEMENT ON BEHALF OF PATAN

In order to get a correct view of the rights of the Rao of Patan in his dependency of Patan it is at the outset necessary to give some idea of the true meaning of the terms Zamindar Jagirdar and Ijardar The meanings as herein set out are based on materials to be found in historical books

ZAMINDAR Bombay Gazeteer Vol I part I pp 215, 216 footnote History of Gujrat published under Government Orders 1896 A work compiled by specialists in the various subjects referred to

During the period to which this history refers (1573-1760 Musalman Period) the superior holders of the land of this province belonged to two main classes those whose claims dated from before the Musalman conquest and those whose interest in the land was based on a Musalman grant By the Musalman historians landholders of the first class who were all Hindus are called Zamindars while landholders of the second class Musalmans as a rule are spoken of as Jagirdars Though the term Zamindar was used to include the whole body of superior Hindu landholders in practice a marked distinction was drawn between the almost independent Chief who still enjoyed his Hindu title of Rajah Raval or Jam and the petty claimant to a share in a Government village who in a Hindu State would have been known as a garasia

The larger landholders who had succeeded in avoiding complete subjection were as noticed above liable only for the payment of a certain fixed sum the collection of which by the central power usually required presence of a military force

P 216 footnote

'Under the Maharathas the title Zamindar was bestowed on the farmers of the land Revenue and this practice was adopted by the earlier English writers on Gujarat In consequence of this change small landholders of the superior class in directly administered districts came again to be called by their original Hindu name of garasia Mr Elphinstone (History 79 and note 13 includes under the term Zamindar (1) Half subdued chieftains (2) independent governors of Districts and (3) farmers of Revenue He also notices that until Aurangzeb's time such chiefs as enjoyed some degree of independence were alone called Zamindar

See also the agrarian system of Moslem India Moreland 1929 p 8

CHIEFS At the opening of the Moslem period we find that large areas subject to the foreign Kings remained in the hands of Hindu Chiefs who paid tribute for them in cash and that the Kings officers did not normally deal with the peasants in those areas or meddle in their internal administration In the earliest records the more important Chiefs are spoken of as Rana Rai or Rao titles which still survive their use at this period indicates that the Chiefs had been in theory if not in practice sovereigns in their own

right, and that they had submitted to the new Rulers, retaining most of their previous jurisdiction As time went on, the Chiefs came to be designated collectively as Zamindars, and there is historical continuity between them and some of the Zamindars of to-day though there have been important alterations in the conditions of their tenure'

Moreland Appendix H Glossary p 279

Zamindar Lit landholder

The word does not necessarily imply any particular claim or title......... In the literature of north India from 14th century onwards it meant what I have called a Chief that is, a landholder with title or claim antecedent to the Moslem rule commonly a Raja Rao or some other Hindu King or ex-King who had become tributary to the Moslem State It is occasionally applied to rulers who had not become tributary

Elliot (Sir H M) History of India 1877 Vol VIII page 106

Quoting from Tarikh-e-Ahmad Shah who was Emperor of Delhi until he was deposed in 1754 A D by Ghazud Din ' First Durrani Invasion".

About 4 lines from top 'For this purpose Kamrud Din Khan, Nasrat Jang Wazir ul Mamalik Safdar Jang Mir Atish, Saadat Khan Bahadur zul fikar Jang, third paymaster, Nazir Khan Bahadur, and Raja Isri Singh Zamindar of Amber and Jaipur with other nobles and Sardars"

See also Appendix F to Mr Wills report

A letter written by the Jaipur Maharajah to his Vakil at the Moghul Court 1707 A D

Line 3 The mahals of Chatsu Mouzabad Dausa and Niwai are situated close to our watan and ZAMINDARI Mahals

ZAMINDAR See History of Nadir Shah by James Fraser 1742 reprint page 25 Zamindars are the Rajahs or Indian princes etc, who have free estates and a tract of land at their own command, only paying a small acknowledgment to the great Moghol This name is composed of Zemin land and Dar a Possessor"

These extracts establish that the Zamindar was the proprietor of the land and it was a term applied to Chiefs who were more or less independent.

RAO Moreland Agrarian Sytem of Moslem India Glossary, page 276

RAI, RAJAH, RANA, RAO, Hindi terms denoting a King or Chief whether independent or paying tribute or Revenue to the Moslem King".

Even in the Jaipur State papers, the Chief of Patan is referred to both as Rao and Zamindar, which clearly shows (See p. 1; p. 29-A) that his position was that of a landed proprietor and by no means a mere lessee.

JAGIRDAR. Jagir; Moreland's Glossary, Agrarian Systems of Moslem India p. 273

"*Jagir. An Assignment of Revenue*".

Jagirs' Landholding The relation of Landlord and Tenant by C D Field, M A, LL D, a Judge of the Calcutta High Court 1883

P 741 *Jagirs* were grants of land to retainers still in service in lieu of wages When granted by the Emperor they were assignments not of the land but of the Revenue 1*

1* 'it is important to bear this in mind That the ownership of the soil was not in the sovereign is proved by a variety of arguments One of these is remarkable being drawn from the fact that the Emperors purchased land when they wanted it Aurangzeb purchased the parganas Lundi Palan etc in the vicinity of Delhi Akbar purchased lands for the forts of Akbarabad and Illahabad Shah Jahan for the fort of Shah Jahanabad and Alamgir for the fort of Aurangabad and for mosques When the Jagirdars got possession, they paid malikana to the zemindars There is a native Hindu saying that the land belongs to the zemindar and the revenue to the King and according to Mahomedan law the sovereign has a right of property in the tribute or revenue but he who has the tribute from the land has no property in the land (see authorities quoted in Appendix No 12 to Mr Shore's Minute of 2nd April, 1788)

IJARA Moreland Agrarian System Glossary p 273

16-18 Century A farm of Revenue The farmer is usually Ijaradar also Mustajir

These further extracts establish the position of the *Jagirdar* and *Ijaradar* as being one who held an assignment or farm of the Revenue and not of the land This all along remained in the proprietary possession of the *Zamindar*

The importance of clearly ascertaining the meanings of these words is this In Mr Wills report paragraph 23 page 14 the passage dealing with Patan runs as follows — In Patan a Tanwar Rajput Zamindar was in possession and for some years it is evident that the Maharaja contemplated ousting him in favour of a Rajawat family but in the end the old holder was retained There can be no question but that Sawai Jai Singh had a perfectly free hand in nominating his sublessees in all these areas He was under no obligation to retain the former occupants He was dealing with Moghul territory and therefore applied precisely those materialistic principles which had actuated the Moghul Government itself He only retained such old holders' as it suited his interest to retain"

This passage begins with admitting that the RAO of Patan the Proprietor or Zamindar was in possession of his State It is then said to be evident that the Maharaja contemplated ousting him although there is no material in fact for this assumption

The very few papers that are produced merely go to show (1) that the Rao of Patan had got into arrears with his land revenue payments of which Sawai Jai Singh had the Ijara or Farm The annual amount was Rs 39 937-8

less a Nankar or discount of Rs 3000/ for prompt payment net amount Rs 36437 8 P I A paper referring to 1732 A D In 1735 it was Rs 35000 See P 2

From P 5 Referring to A D 1737 it appears that the RAO of Patan was in arrears and owed Rs 75000/ and that Lunkarn Ram Sewak stood surety for an earlier surety Dilel Singh Rajawat who was surety for Bakshi Ram Tanwar

It ends with the sentence So we are responsible for the payment of the money if it remains in possession of Rao Bakshi Ram and Dilel Singh Rajawat

From P 9 and P 10 it appears that the Rao being in arrears with his revenue his State of Patan was to be put in the possession of his surety Dalel Singh for the year 1738 A D

In P 13 A document of Tilok Chand Kushal Chand wherein they agree to be sureties On the condition that it is held in possession by Rao Bakshi Ram Ji (The Rao of Patan) and Rajya Shri Dalel Singh Ji A D 1738

From P 18 it appears that on account of the peshkash of Patan a sum of rupees 1000 was due from the Agent (Gomashta) of Rao Bakshi Ram Tanwar of Patan through Dalel Singh Rajawat on Asoj Badi 3 and Ridhat Das Har Lal of Toda stood sureties

On Pus Sudi 5 the Agent (Gomashta) of Rao Bakshi Ram Tanwar through Dalel Singh produces as surety Tilok Chand Nigotya for Rs 1004/8/ A D 1739

P 19 Appears to be a paper of 1740 A D (Sambat 1797) in which Lunkarn Lachman Das—who appear as sureties in P 6 for Dalel Singh who was surety (or sublessee) from Sawai Jai Singh of the Revenue Ijara of Patan are once again standing surety for the Revenue which seems to have fallen slightly from Rs 39937/8/ in P 1 to Rs 39360/ It does not appear for whom they were standing surety It may well have been for the RAO of Patan himself It is almost impossible to make any thing out of the copy

P 20 The document does not appear to refer to this Patan

It is not called Patan of Pargannah Gaonri nor of the Tanwar Rao It speaks of Pargannah Patan not Gaonri The highest Revenue assessed on the State of the RAO of Patan was Rs 39937 See P 19 and p 1—

The half of the *Pargannah* Patan is taken by Dalel Singh Rajawat from Sambat 1796 for Rs 12946/ That means that the Revenue demand on the whole Parganah Patan was 25892 rupees The RAO of Patan owned Patan State as a Tappa of Pargannah Gaonri Report P 82 paragraph 146 1 3

P 21 Is of Sambat 1798 (A D 1741)

This shows that Sawai Jai Singh purported to divide the Ijara or Revenue farming lease in his favour from the Moghul Emperor between the

2 sons of Rao Bakshi Ram of Patan during the latter's life This is clear from the use of the term Kunwar ' with Dhiraj Singh If Rao Bakshi Ram had then been dead Dhiraj Singh would be called Rao in succession to his father The Revenue demand is to be paid by Kunwar Dhiraj Singh through his surety Dalel Singh If there was any deficiency they were to make up the balance between them

P 3A Is a document of Sambat 1793 (A D 1736) This paper has a very important bearing on the position of the Rajawat in this Patan State It is a writing by Rao Bakshi Ram Kunwar He has it would seem had an armed force sent against him to enforce the payment of the Revenue Demand due from him to Sawai Jai Singh under his Ijara from the Emperor

He has to pay 1 lakh on account of Peshkash or expenses of the armed force In addition he has to pay on account of fixed amount ' and army — possibly a force was quartered on him — Rs 48000 He has paid through Sheo Singh Rs 10811/8/ leaving a balance due of Rs 37155/8/

It then goes on So I produce as surety for this sum before the Sarkar Dalel Singh Ji Rajawat And the thana of Dalel Singh Ji is kept at Patan for the collection of the money So the money is to be paid to Dalel Singh Ji as detailed below —

This shows at once the way in which the Rajawat came in *viz* at the instance of the Rao of Patan himself and not at the instance of Sawai Jai Singh in an attempt to oust the Rao

The Rajawat connection with Patan thus began in 1736 and ended in 1739

These are all the papers referring to the supposed ouster of the Patan Proprietor Rao Bakshi Ram and the introduction of another proprietor Dalel Singh Rajawat

From a careful perusal of what has been written above it will be apparent that the proprietary right never came into the hands of either the Moghul Emperor or of his Ijaradar Sawai Jai Singh

Further it has been shown that when the Proprietor of Patan State Rao Bakshi Ram fell into arrears with his payments he produced a Rajawat as his surety for the payment of the Revenue demand due under the Ijara and that he as surety put up a thana in Patan for facility of collection

P 23 Is a document referring to Mohun Ram Natani as surety for Kunwar Ranjit who was given a sublease of the Ijara or farm of the Revenue demand payable by Sawai Jai Singh to the Emperor (Mohamad Shah) A D 1742

P 24 *Is the Patta for Sambat 1799 (A D 1742) giving the* sublease of the Ijara of 1/2 Patan State to the second son of Rao Bakshi Ram of Patan Kunwar Ranjit Singh for Sambat 1799 (A D 1742)

In fact however the Patan State was not actually partitioned

It appears from these papers to have been an attempt by Sawai Jai Singh in the life time of Rao Bal shi Ram to reduce the solidarity of the State by dividing the Revenue demand sublease between his two sons

Actually the younger son Kunwar Ranjeet Singh took himself off to Sihore in Khetri where he established himself and the descendants of his branch are there still

It is then said that in the end the old holder was retained This is a very serious misconception of the position of the Rao of Patan He was in no sense a holder Of the Proprietary right to Patan he was the owner and never less than that Even when he had to produce a surety his proprietary right was never questioned It was never transferred to Dalel Singh Rajawat his surety

The next sentence of the passage states that Sawai Jai Singh had a free hand in nominating his sublessee With this capacity in Sawai Jai Singh as Ijaradar there can be no cavil but it is an entirely separate question But the next sentence introduces another misconception It says, He (Sawai Jai Singh) was under no obligation to retain the former occupants But the Rao of Patan was much more than an occupant As shown above he was the proprietor of the State the land was his out and out It is absolutely incorrect to class him as a mere occupant Certainly Sawai Jai Singh was under no obligation to retain the Proprietor of the State as his Sub Ijaradar If the sentence were so worded it would be unimpeachable

Then the last sentence repeats the error of treating the Proprietor the Rao of Patan as if the proprietary right were in some one else not specified and he were the mere holder of the State for its say He (Sawai Jai Singh) only retained such old holders as it suited his interest to retain This is as shown earlier, a fundamental mistake

It is not for a moment suggested that the Ijaradar from the Moghul Emperor was not free to give the sub ijara to whomsoever he pleased He was under no compulsion to give it to the proprietor of the State If he happened to be strong and insubordinate the Ijaradar would naturally prefer to give the sublease of the Ijara to some one else

This power had nothing whatever to do with the right of ownership of the land the State which even the Moghul Emperors themselves recognised See Field already quoted page 741 footnote 1

With this preliminary elucidation of the position and rights of a *Zamindar* which was the status of the Rao of Patan and also of an Ijaradar which was admittedly the position of Sawai Jai Singh it is possible to turn to issues involved

As to issue 1 The payment made by the Rao of Patan to the Moghul Emperor through his Ijaradar Sawai Jai Singh was a Revenue payment This status continued throughout the time of Sawai Jai Singh admittedly

In the subsequent years the Moghul power diminished and the power of Madhoji Rao Scindia came in as ascendant He too continued to style himself as Vice Regent of the Moghul Emperor and purported to hold power on his behalf The payments from the Tributary Chiefs continued to be of the same character as before

About the end of the 18th century there were many contending forces raging through Rajputana

Madhoji Rao Scindia died in 1794 and was succeeded by Daulat Rao Scindia Another power came to the fore in the person of Tukoji Rao Holkar Another and a greater was Baji Rao Peshwa the Mahratta Another the Rohilla Chief Amir Khan

A smaller intruder in these Rajputana lands was George Thomas of Hansi

Jaipur was overrun by them all as indeed was the whole of Rajputana

On June the 24th 1790 Major De Boigne writes a letter from Camp Patan Speaking of Patan he writes The terror of our arms alone put us in possession of the Town of Patan

It would have required at any other time a month to take it its fortifications being very strong and defended by three hills close to each other The place was never taken before Compton Military Adventurers of Hindustan 1784—1803 p 53

Mr Wills Report page 16 Para 27 quoting Compton page 54 records that the Rajah of Patan submitted thereafter to become a vassal of Scindia

Sovereign Power was held alternately by one or other of these big powers but they were one by one brought under the control of the British Government by 1814 During these 30 years Jaipur State itself was much impoverished and reduced in importance

The tributary Chiefs who were paying the Revenue demand of the Moghul Emperor to his Ijaradar Sawai Jai Singh during this period naturally adopted the same course as the Jaipur State When the latter threw off its allegiance to the Emperor the former saw no reason for paying the Revenue demand which had been levied as a payment due to him, but there were no doubt fitful payments made by the tributary chiefs no longer as a Revenue demand but as a tribute from feudatory chiefs either under compulsion or to secure the assistance of a bigger power in the event of an attempt by an aggressor to attack them

This uncertain state of affairs was put an end to by the treaty of 1818 between the British Government and the Jaipur State whereunder The Maharajah and his heirs and successors shall remain absolute rulers of their territory and their dependants according to long established usage

Prior to 1818 the tribute has varied considerably after the decline of the Moghul and Mahratta power say after 1794 to 1818

In 1818 See Appendix P 4 villages were handed over in lieu of Rupees four thousand out of the tribute which had been fixed at Rs 12 000 in that year, see Mr Wills' Report page 82 para 146 The balance Rs 7,473-11 has been regularly paid by the Rao of Patan for the last 115 years It is respectfully submitted that Patan State was never owned in Proprietary right by the Jaipur State There is therefore no basis for altering the tribute that has been unchanged for over a century It is submitted that no enhancement would be equitable at this late date

With reference to issue No 2, it is respectfully submitted that ilaqa Patan has been in the possession of the present family for generations Patan is the 'Bapoti' of the family, and the right in which it has been held is that of a chief or landed proprietor Consequently the mineral rights belong to the owner of Patan State and as such have been inherent in the family since time immemorial Moreover, considering that the claim of Patan over quarries has already been recognised by the Jaipur State it is only consistent to hold that all other sub-soil rights also belong to it It is therefore submitted that the Committee may be pleased to consider the ancient territorial rights and status of the family — as evidenced by the following facts and to find the issue in favour of Patan —

(*a*) Patan is in fact an ancient proprietary State of the Tanwars, and its chief is the acknowledged 'Tikayat' (head) of the Tanwar clan The ancestors of the present chief — about eight hundred years ago — captured the territory of Torawati from the Sanklas, and made Patan their capital in proprietary right The present family has descended from the Tanwar Kings of Delhi The Tanwars, who are in occupation of the various parts of the ilaqa called after their name Torawati', are the kinsmen of the Patan family

(*b* Jatus, a sept of the Tanwars, are the descendants of Jairuth Ji, the brother of the chief of Patan who lived seven hundred years ago This fact is borne out by Jatu tradition also

(*c*) in Samvat 1535 (1478 A D) Rao Kapuro Ji had a reservoir excavated in Patan which is known to this day as *Raora*

(*d*) There is epigraphic evidence (Mankund inscription on a rock at Patan) that in Samvat 1562 (1505 A D) Rao Bika Ji, an ancestor of the present family, was the ruler of Patan

(*e*) in Samvat 1658 (1601 A D) Rao Balbhadra Singh Ji was killed at Monghyr while fighting on behalf of Akbar

(*f*) An inscription dated Asarh Sudi 6, Sombar, Samvat 1696 (1639 A D), mentions Rao Kesari Singh Ji, son of Rao Pratap Singh Ji, as ruling in Patan

(*g*) Another inscription on stone at Patan dated Asarh Sudi 7 Shukarwar, Samvat 1756 (1699 A D) refers to Rao Bakshi Ram Ji as ruler of Patan and his chief officer as Diwan

(*h*) The custom of Primogeniture with its necessary incident of impartibility, which is an emblem of rulership and survival of sovereignty regulates *the succession in Patan family Vide Moreland' The Agrarian System of* Moslem India' Page 171

(*i*) That Patan has always been making In'ami (meritorious), Udak (religious) and maintenance grants and issuing leases in perpetuity, which have been recognised from time to time by the Raj Courts

(*j*) That in former days the chiefs of Patan were never charged 'Matmi' Succession fees just because they were Jamwars, though in later years such fees have been levied by the Raj for reasons not known to the family vide Baqiyat file relating to Patan decision date 19th April 1883 Record of Mahakma Muhtashima Aliya *Sigha* Revenue

As to issue No 3 relating to the Customs Duties The proprietary right to Patan from time immemorial has been shown Customs right has been recognised by various Raj Courts and lately by the Mahakma Khas by their Resolution No 16 dated 20th November 1930 Besides Patan has always been treated as Ilaqa *ghair* in the matter of Customs rights Proprietary Title, Convention and long standing usage supported by justice equity and good conscience are in favour of Patan's claim Besides Patan cannot accept the interpretations put in the Report on terms such as Rahdari sayar *Zakat* etc For the meaning of *Zakat*, see Bombay Gazetteer Vol I Part I page 213 Note 1*

1* Zakat literally purification or cleansing is the name of a tax levied from Muslims for charitable purposes or religious uses In the endowments treasury the *customs dues* from Muslims at 2½ per cent (the technical 1 in 40) as contrasted with the five per cent levied from infidels (the technical 2 in 40) were entered Hence in these accounts Zakat corresponds with customs dues and is divisible into two kinds Khushki Zakat or land customs and Tari Zakat or sea customs

The report ignores local usage as is evident by its omission to give the local equivalent for the word customs It is further submitted that Patan has no knowledge of the alleged settlement dated the *21st of June 1818* between the Raj and certain Thakurs nor was the then RAO of Patan a party to it Such settlement bore no reference to Patan State

The letter of *Nawab Muzaffar Khan* printed as Appendix J of the report further adds to one's difficulties when it is known that Muzaffar Khan all the time was Subedar of Ajmer while the Ijara territories such as Gaonri etc formed part of the Subah of Agra Assuming (though not admitting) the factum and validity of the letter it does not prove of much help Muzaffar Khan being Subedar of Ajmere only could not grant Ijaras outside his Subah All the pargannahs named are in Subah Agra Jai Singh was himself Subedar of Agra He alone could grant Ijaras in it It purports

to give his servants possession, but he had been in possession since 1722

It is a notorious fact that Ijara system opens door to irregular practices (Moreland, page 15), and Mehta, 'Lord Hastings and the Indian States' page 163) It is with all due respect most humbly and respectfully submitted — that Maharajah Shri Sawai Jai Singh Ji, being himself then in the position of an Ijaradar or a contractor, for the collection of Revenues, on behalf of Mughal Emperors, was not competent to annul or alter the pre-existing rights and privileges of the ancient 'Zemindars' In case it is proved that the said Maharajah Sahib Bahadur or his successors did make any such attempt, it may be ignored as *ultra vires* Patan claims its territorial rights and political status as that of a chief on the basis of the original right of conquest ripened by prescription and convention. Equity supported by history and tradition, is in favour of the claim of Patan. The word 'Ijara' appears to have been used indiscriminately, in the old Raj documents, without any regard to the actual facts, and as such conveys no correct idea On the other hand the documents on Patan file supply evidence of the facts that the Raj, over and over again, recognised the pre-existing and ancient rights, privileges, and status of Patan by admitting the position of its chief as that of a 'RAO' and Zamindar In short, the title of the chief of Patan is not derivative but inherent ... inherited from his ancestors In other words the rights and privileges of Patan are based on immemorial usages and tradition, and have been uniformly interpreted both by Raj and British political officers, as importing a tributary status

That even after the conclusion of the treaty in 1818 A. D as before Patan has always been treated as a small state, enjoying internal autonomy, subject to the payment of tribute to the Raj, by the British Government

(a) In extract from Secret Consultations paragraph 29 of the extract from letter No 26, dated 29-1-1818 pages 2-10, the status of the chief (among others) is thus described —

"These chiefs are *dependents and tributaries not subjects.. They are independent rulers* in their own territories"

(b) Mr Alves, A G G, in his letter No 30, dated 16-3-1835 pp 152-156 selection from old British Official Records, addressed to the political department, Fort William, refers to Rao Lachhman Singh of Patan as a tributary to Jaipur Raj

(c) In paragraphs 2-6 of letter dated 30 8 1840 (Selections from old British Official Records) it is mentioned — 'It appears to me very probable that *Jaipur stands towards these petty states in the very same position in which as the paramount power in India we stand towards Jaipur itself*

(d) The Gazetteer compiled under the orders of the Hon'ble Committee of directors by Edward Thornton Esqr, author of the History

of the British Empire in India, and published in the year 1857 contains the following facts, giving description of Patan on page 756:—

"Patan, called also *Butisi* and *Tonraicuttee* A small Rajput state...... at the time of Boileau's visit in 1835 it was ruled by Rao Lachhman Singh of the Tuar tribe of Rajput............... It is tributary of Jeypore"

(e) In the Rajputana Gazetteer, Volume II, published by the Superintendent of Government printing, in 1879, Patan is mentioned on page 138, in these words —" There is also the chiefship of Patan in Torawati, the head of which is descended from the ancient Tuar Kings of Delhi" Again on page 140 —" Patan is a small tributary chiefship .... The Rao of Patan being the direct lineal descendant of the Tuar Kings of Delhi who were expelled from that place eight hundred years ago .. .. The family settled at Patan and have since ruled there undisturbed by the political commotions which have from time to time disquieted and disunited neighbouring estates in and around the province of Torawati"

(f) There are a number of Robkars from the British Government in which Patan is addressed as a State Incidentally they also show that fugitives from justice were demanded from Patan direct

The Vakil of Patan most respectfully prays that taking into consideration the tributary status of Patan, justice may be done in the matter

In case the Hon'ble Committee seeks further elucidation on any point, the Vakil of Patan will gladly furnish the requisite information on receiving intimation to that effect

Permission to inspect the Government of India Records has only just been obtained It is prayed that the Rao of Patan may be permitted to put in such further written Statement as may be deemed requisite after inspecting the above records

Sd. JOHN JACKSON,
Counsel of the Rao of Patan

ASSESSMENT ACCOUNTS OF PATAN IN 1732 A. D

Sambat 1789 *Ram* Atha Satha Pargana Gaonri wagaira

Jama Pargana Gaonri Mal Peshkash

Qasba Patan wagai Mauza 50

Asli Mo Dakhili Mo

3 47

Patan wagai mauza 39

Asli mauza Patan Dakhili mauza

1 38

(List of villages omitted)

Mo Dokani wagai mauza 7

Asli mauza Dokani Dakhili mauza

1 6

(List of villages omitted)

Mo Kundla wagai Mo 4

Asli Mauza Kundla Dakhli mauza

1 3

(List of villages omitted)

Mukarra Jama Sal tamam ka zamindar ba Rao Baxi Ram Tanwar ma qabulati karar miti Chet Budi 11 Sambat 1789 ru. 39937/8 badi nankar ka Rao nai mujra diya Ru 3500/- baqi lena ru adadi 36,437/8

Athsatha ek harfi main nankar mujra deba ki sarah likhi chhi so qarar waqai athsatha main mujra diya

TRANSLATION

1732 A. D *Name of God* *Accounts of Parganah Gaonri, etc*

Collections in Parganah Gaonri for Mal (Land Revenue) and Peshkash (contribution)

Patan Headquarters etc 50 villages

Main villages Hamlets

3 47

Patan and other villages 39

Main village Patan Hamlets

1 38

(List of 38 hamlets omitted)

Dokan and other villages 7

Main village Dokan Hamlets

1 6

(List of 6 hamlets omitted)

Kundla and other villages 4

Main village Kundla Hamlets

1 3

(List of 3 hamlets omitted)

Demand from Zamindar fixed for the whole year in the name of Rao Bakshiram Tanwar in accordance with his qabuliyat dated Chait Budi 11 St 1789 (1732 A D) .. .. Rs 39937 8 0

After deduction as the Rao's Nankar .. .. „ 3500 0 0

Net balance due .. .. .. „ 36,437 8 0

In the alphabetical account the details of deduction for Nankar are entered — hence this amount is deducted in this account

PATAN APPENDIX C

GRANT OF ZAMINDARI OF PATAN TO SARDULSINGH SHEKHAWAT

Sambat 1797 *Ram*

Naqal parwano qarar mi mah budi 12 sambat 1797 siddhi Shri Maharajadhiraj Maharaja Shri Sawai Jaisingh Ji dew bachnat Sardulsingh Shekhawat dise suprasad banchya apranch Patan Pargana Gaonri ki Baksiram Tanwar kai chhi so ven kai Dalelsingh Rajawat ka rupaya khatan ka wa jama ka baqi chhai so deba main dhil kari ti sun than nai farmawan chhan Dalelsingh ka ru to the dijo ar Patan than nai zamindari main baksi chhai so jamav kijo ar mal peshkash jo sadamad lagai chhai so diyan jajo mi sadar

TRANSLATION

1740 A D *The Name of God*

Copy of a parwana dated Magh Budi 12 St 1797 (1740 A D) from Maharajadhiraj Maharaja Shri Sawai Jaisinghji to Sardulsingh Shekhawat

Patan belonging to the Gaonri parganah was held by Bakshi Ram Tanwar He is in arrears to Dalelsingh Rajawat on account of land revenue and other debts and has been negligent in making payment Accordingly it is ordered that you should pay up what is due to Dalelsingh, and Patan is hereby granted to you in Zamindari So establish yourself there and continue to make the customary payments due on account of Mal (Land-Revenue) and Peshkash (Contributions) Dated as above

GRANT OF HALF PATAN IN ZAMINDARI AND IJARA TO RANJIT SINGH TANWAR

Sambat 1799 *Ram*

Naqal Parwano ka miti Phagan Su 9 Sa 1799 Sarah Siddh Shri Maharajadhiraj Maharajah shri Sawai Jaisingh Ji dew banchnat Ranjitsingh Tanwar dise suprasad banchya apranch Taliko Patan wagaire Rao Baksi Ram Tanwar Ka maddhe adho than nai zamidari main baksyo chhai so adho Taliko apno jani jamav adha Talika main khatri-jama so bhali bhanti kijyo ar Ijara ka rupaya Rao Baksi Ram sara Talika pari de chhai tinh ka adha bat ka rupaya sadamandi the debo kijyo — miti sadar

TRANSLATION

1742 A D *The Name of God*

Copy of Parwana dated Phagun Sudi 9 St 1799 (1742 A D) from Shri Maharajadhiraj Sawai Jaisingh to Ranjit Singh Tanwar Half of Taluqa Patan etc of Rao Bakshiram Tanwar is given to you in Zamindari So you may regard half of the Taluqa as yours and may establish yourself with confidence in half of the Taluq, and of the ijara money which Rao Bakshiram pays for the the whole taluq you will always continue to pay the half amount Dated as above

ASSESSMENT ACCOUNT OF PATAN FROM 1756 TO 1762 A D

Mawazna Pargana Gaonri ta *Ram.*
Patan wagai mo 50 Sa 1813

* * *

(List of villages omitted)

Ijara Rao Dhirajsingh Baksi Ram ka Tanwar Sakh Sialu Unhalu ka 30,601/-

Asli	Farohi bar basti dar sainkro 2 rupaya
30 000/-	600/-

Sambat 1814 Jagir Sawai Ram Sheobramhpo.

Sambat 1815 Jagir Parganu saro Sawai Ram Sheo

Sambat 1816 mu ath sathe Jama bandhi I Rao Sampatsingh Tanwar 30 000/-

Sambat 1817 la Sa 1819 tain Ijaro Zamindar Rao Sampat Tanwar salina 30 6000/-

Asli		Farohi bidotraka	
30 000/-		600/-	
Sialu	Unhalu	Sialu	Unhalu
10 000	20 000	200	400

TRANSLATION

The name of God

History of Parganah Gaonri taluq Patan etc 50 villages 1756 A D

* * *

(List of villages omitted)

Ijara of Rao Dhirajsingh son of Bakshiram Tanwar for the autumn and spring crops . Rs 30 601

Original amount	Total extra at 2 per cent
Rs 30 000/-	Rs 600/-

Sambat 1814 (1757 A D)	In Jagir with Sawairam Sheobar ampote
Sambat 1815 (1758 A D)	Whole parganah in Jagir with Sawairam Sheobarampota
Sambat 1816 (1759 A D)	In accordance with the Jamabandi account in Ijara with Rao Sampat Singh Tanwar for Rs 30 000/
From Sambat 1817 to Sambat 1819 (1760 2 A D)	In Ijara with Zamindar Rao Sampat Tanwar Rs 30 600/ per annum

Original amount Rs 30 000/
Autumn Crop Rs 10 000/ Spring Crop Rs 20 000/-
Extras Rs 600/-
Autumn Crop Rs 200/- Spring Crop Rs 400/-

BASIS OF PRESENT NET ASSESSMENT OF PATAN

	Madhopuri Rs
Basic assessment in St 1875 or 1818 A D	12 000 0 0
Additions	327 7 9 (a)
Gross Total	12 327 7 9
Deductions	4 853 12 9 (b)
	Jharshahi Rs
Net assessment	7 473 11 0
Present demand	7 473 11 0

	S N	Particulars	Madhopuri Rs	Reference
(a) Detail of Additions	1	Bahiti	271 5 9	Accounts of St 1930 in Accountant General's office
	2	Parkhai (testing money)	23 8 0	
	3	Dak (postal contribution)	32 0 0	
	4	Added in St 1917 (demand shown as 8 000/10 instead of 8 000/ after deduction of 4 000/ from 12 000 for four villages vide No 5)	0 10 0	Accounts of St 1917 in Accountant General's office
		Total additions	327 7 9	
(b Detail of deductions	5	For four villages including 1 500/ for Hisampur jagir other villages being Kachera Nagal and Papur	4 000 0 0	File No 53 (Misc) Dewani Gharbi Torawati Nizamat, decided on 13 5 24
	6	Lal Jus	200 0 0	Accounts of St 1917 in Accountant General's office
	7	Batta at 6/4% exchange	494 8 9	Accounts of St 1930 in Accountant General's office
	8	2 pa (2 per cent)	159 1 0	Accounts of St 1917 in Accountant General's office
		Total deductions	48 3 12 9	

PROPOSED ASSESSMENT OF PATAN

	Madhopuri Rs
Assumed basic assessment	20 000 0 0
Additions	327 7 9 (a)
Gross Total	20 327 7 9
Deductions	5 317 0 0 (b)

	Jharshahi Rs
Revised net assessment	15 010 7 9
Or in round figures	15 000 0 0

	Serial No	Particulars	Madhopuri Rs	Remarks
(a) Detail of additions	1	Barhti	271 5 9	As at present
	2	Parkhai (testing money)	23 8 0	
	3	Dak (postal contribution)	32 0 0	
	4	Added in St 1917	0 10 0	
		Total additions	327 7 9	
(b) Detail of deductions	5	For four villages given to others	4 000 0 0	As at present
	6	Two per cent (Do par) on Rs 20 000 *minus* item 5	320 0 0	Calculated on Rs 16 000
	7	Batta @ 6¼% (for exchange on Rs 16 000 *minus* item 6 *plus* item 1	997 0 0	Caculated on Rs 15 951 5–9
		Total deduction	5 317 0 0	

The following incremental assessment is suggested —

For first 5 years	Rs 10 000
For second 5 years	12 500
Thereafter as permanent quit rent	15 000

EXTRACT FROM COLONEL LOCKETTS JOURNAL OF 1831 A D

* * *

The geographical position of the tract called Toourwatee or Buteesee, with respect to the Shekhawuttie country, combined with the notoriously bad character of its inhabitants, whose depredations have formed the subject of constant complaints to our Government, on the part of Nuwwab Fyz Mohummud Khan pointed out to me the expediency of enquiring thoroughly into the actual state of that community not from the Nuwwab's Minister alone, who had been deputed to me for the express purpose of affording me information on the subject but from all the intelligent inhabitants of the Town, to whom I could have access I resolved therefore, to halt three or four days at Narnoul, and *to devote my time to this particular duty*

The Rajpoots of the small tract called Buteesee, are of the Tooar* tribe, and of Pandoo origin Their present Chieftain, Rao Luchmun Singh of Patun, considers himself the lineal descendant of Anung Paul the last Tooar King of Dehlie † How he first came to Patun is not perhaps so very well known, but his own account of the matter as current among the natives of Narnoul, is as follows Raja Anung Paul with his two sons having proceeded on a pilgrimage left Dehlie in charge of his relative Prithee Raj Chouhan The Raja died during the journey and on the return of his sons they found the Gates of the City shut against them Prithee Raj *having formed a strong party* had usurped the Government and they were obliged to seek their safety in flight It happened that Anung Paul during his life time, had given thirty-two villages in Khyrat to his Puroheet Durona Achariy, these villages lay in a secluded spot, in the hilly tract near Narnoul and to those hills the two brothers fled The Puroheet received them with great kindness, and pitying their misfortunes gave up to them the villages, which have since been known by the name Buteesee When the Town of *Patun* was built, a new name with reference to the tribe who founded it, was given, and hence the appellation of Patun Tooarwatee

Sometime after the establishment of the new City, the two brothers proceeded to the hermitage of a celebrated Devotee, named Swamee Govind Dass who had taken up his abode in one of the adjacent hills They represented to him the fallen state of their family and tribe, who had been unjustly deprived of all their possessions, and entreated him to preserve to them by

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* Properly *Tunwur*, but some times written Tomar

† In A D 1164 This is contrary to the authority of the Bard *Chund or Chandur in his* Historical Poem or Romance By that authority Anung Paul having no issue abdicated in favour of his grandchild the *Chouhan* Prithee Raja See Tod's Annals of Rajasthan P 87

his prayers, this last solitary, secluded spot in the hills, which was then their only asylum The Swamee consented, and presenting them with a bead from his rosary, desired them to conceal it under some of the hills, assuring them at the same time that, so long as this Bead remained in Bateesee, so long would the District continue in their possession

On the strength of this prophecy, they firmly believe in the durability of the Chieftainship of Patun Tooarwatee

The title of Rao was given, they say, to the head of the family, by *the first Mohummedan King of Delhie, who fixed at the same time the tribute,* viz 12,000 rupees for the Patun villages which amounted then to 54, and 78,000 for the Bateesee lands, making in all 90,000 rupees per annum, for the whole District When the country came into the possession of Raja Jye Singh of Jeypoor, the same amount of tribute was demanded, and the same is paid at the present day

The Rao of Patun affects, on public occasions, all the pomp and parade of the King of Delhie He has the Noubut, the Jureeputee, the Tukht Ruwan &c, and keeps his Dewani Aum and Dewani Khas on a small scale On the great festival of the Dhusera, he moves out with all his State insignia, and with as great a display of Pooar nobility and attendants as he can possibly collect The Town of Patun is crowded with people on such occasions, and all are fed at the Rao's expense — and yet the fact is notorious, that all his people are thieves by profession, and that he himself shares in the booty

The present Rao, Luchmun Singh, is the eldest son of the late Rao *Juwahur Singh of Patun The Rao shewed on several occasions a preference* for his youngest son Bishun Singh, and attempts were made by his mother, who was a Nerookee, and nearly related to the late Rao Raja Bukhtawur Singh of Alwar, to have his eldest son (whose mother was a Rhatornee) set aside, and her own son *Bissun* Singh nominated to the succession Luchmun Singh, on ascertaining this fact, consulted with some of his profligate companions, and they advised him to put his father to death without delay as the surest mode of securing his own rights He adopted the counsel and having called in secretly two Rajpoot associates, entered into his father's room at midnight, while he was asleep, and murdered him in his bed He then threw his brother with his wife and mother into prison where they remained for three years until Rawul Baree Saul, who was then Chief Minister at Jeypoor* sent a large military force to Patun under Kishen Singh to demand their release

Since that time he has shewn, at intervals decided symptoms of mental derangement, and fancies he sees his bleeding father before his eyes He has three sons the eldest of whom Kishen Singh is married to the daughter of Thakoor Megh Singh of Deegge' in Jeypoor

Such is the immediate head of the Toourwatees of *Buteesee*

*His niece was married to Bissun Singh

[illegible] OF PATAN [illegible] SAMBAT [illegible] A.D.)

Mauazna Taliq Torawati Taliqa Patan Ram

[illegible] Rao Lachhmansingh [illegible] -
[illegible] [illegible]
[illegible] - [illegible] -

[illegible] 12000 - Jagir Mir Basharat Ali [illegible] -

TRANSLATION

History of the Patan Taluq attached to Torawati.

Name of God

A sum of Rs 10,500 - for 1818-19 A.D is to be paid as "Chakon" (i.e. after a [illegible] of account) by Rao Lachhmansingh by instalments as below:—
Autumn crop Spring crop, six thousand five hundred
4000 6500 -

Previously the assessment was Rs 22000 - now it is Rs 12,000 - Deducting Rs 1500 for the Jagir of Mir Basharat Ali the balance is Rs 10,500.

PATAN APPENDIX K

COUNCIL RESOLUTION NO. 5 DATED 19TH OCTOBER 1926.

Copy of Resolution No 5 passed at a meeting of the Council of State held at Mubarak Mahal on Tuesday the 19th October, 1926

5 Read — Letter No 5904/13-M-44 dated the 30 July, 1926, and 2nd August 1926 from the Superintending Engineer forwarding suggestion of the Assistant Mining Engineer to the effect that

(a) Kunkar, limestone, Patti Katla, sand, Quartz, sandstone, Trap, slate ochres, marble, granite, ballast, cheza-stone and pottery clay, be defined as "Minerals under Quarry rights", and

(b) all precious stones, all metals, coal, oil and other minerals with the exception of the above mentioned minerals given in list (a) be termed as "Minerals under Mining Rights".

Resolution No: 5 Resolved that the classification of the Minerals as suggested by the Assistant Mining Engineer be approved for purposes of definition only

PATAN APPENDIX L

COUNCIL RESOLUTION NO. 19 DATED THE 22ND SEPT. 1926

Copy of Resolution No 19 passed at a meeting of the Council of State held at Mubarak Mahal, dated the 22nd Sept 1926

19 P W Member's note dated the 3rd September 1926, recommending as per Resolution No 9 dated the 27th January 1926 that the rights of Thikana Patan over quarries situated in it may be accepted and the case be dropped

The Revenue Member observed that the right may be admitted on the condition that the State is at liberty to take stones from the Thikana quarries for its own use

Resolution No 19

Resolved that the recommendation of the P W Member as modified by the Revenue Member be accepted

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PATAN APPENDIX M

COUNCIL RESOLUTION NO 20 DATED THE 16TH JULY 1931

Copy of Resolution No 20 passed at a meeting of the Council of State held at Mubarak Mahal on Thursday the 16th July 1931

20 P W Members note dated the 16th of June 1931 to the effect that as mineral rights are exclusively sovereign rights of the Durbar throughout the Jaipur territory in the absence of any Sanad Patta or authority from the Durbar especially granting such rights to any Thikana the claim of Thikana Patan for mineral rights be rejected

His Highness the Maharaja Sahib Bahadur has been pleased to accept the P W Members recommendation

Resolution No 20

Resolved that the claim of Thikana Patan in regard to mineral rights be rejected

STATE GEOLOGIST'S NOTE ON MINERALS IN PATAN

The Raoji of Patan was kind enough to permit me to visit practically all the alleged major mineral occurrences within his Thikana The following information is, therefore, based on my personal knowledge

Major Minerals

Mica There is a large vein of pegmatite, rich in mica, in a gorge at Kaisar west of Patan The plates of mica are quite large, but they are all cracked and easily breakable On account of this defect the deposit has not much commercial importance A deposit of this quality in Khalsa lands will bring a yearly revenue of Rs 100/- or less to the Mining Department I followed this vein of pegmatite for a long distance along its strike, but could not find any mica except at the place mentioned above

Copper Ores of copper are said to occur at Baleswar near a noted temple of the same name There are remains of ancient workings here, consisting of 10 or 12 deep circular pits all of which have fallen in There are large heaps of slag but only a few fragments of copper ore It looks as if the mines were abandoned due to the exhaustion of the ore The occurrences here offer little inducement for prospecting

Iron Ore Pockets and vertical bands of massive hematite (red iron ore) occur at many places within the Thikana These deposits are found all over the Torawati and Shekhawati hills The Raoji of Patan seems to attach great value to these iron ore occurrences but none of them is large or of economic importance

Garnet A few garnets occur near the abandoned copper mines at Baleswar described above I do not attach any economic importance to them

Minor Minerals

Small quarries of building stone occur all over the Thikana, but none of them is of any great value There is one black marble quarry within the Thikana but it does not take carving well and is inferior in every respect to the black marble of Bhaislana in the neighbourhood of Patan It will be difficult to find a market for this

Sd W CHAUDHRY,
State Geologist
P W D Jaipur
15 1 34

COUNCIL RESOLUTION NO 16 DATED THE 19TH NOVEMBER 1930

Copy of Resolution No 16, passed at a meeting of the Council of State held at Mubarak Mahal on Wednesday the 19th November, 1930

16 Read Finance Member's note, dated the 12th October, 1930, recommending that —

(1) as Customs outposts have not been in existence on Patan Patiala or Patan-Shekhawati border and as goods coming in, and going out of, Patan through Patiala or Shekhawati have not been charged State customs duty so far Patan be treated on a line with Shekhawati Thikanas and the Customs Cordon be continued on the Jaipur-Patan border as heretofore,

(2) goods coming from or going into, Thikana Patan *direct* from Dabla should not be charged customs duty, but usual precautions be taken to see that goods for or from, Patan do not break bulk en route, and

(3) the Thikana be instructed not to make changes in the existing rates without the previous sanction of the Darbar

Resolution No 16

Resolved that the recommendation of the Finance Member be accepted

STATEMENT OF DUES LEVIED BY PATAN AS ZAKAT

Naqsha Sharah Mahsul Zakat Thikana Patan

No	Nam Jins	Daramad Mal jo Illaqa Patiala vagaira se Illaqa Patan men Awey			Baramad Mal jo Illaqa Patan Sey Illaqa Patiala vagera men jarey			Each	Remarks
1	Ghirat				5	0	0	Md	
2	Tel Tilh Sarson Dana	0	3	0	0	6	0	"	
3	Tel Mitti	0	3	0	0	0	0	Tin	
4	Binola Khal	0	0	0	0	4	0	Md	
5	Kapra Barik Baria Kimti	3	0	0	0	0	0	Saddi	
6	Kapra Mota Ghatia Reza Rezi	1	9	0	0	0	0	"	
7	Niwar Russa Dori Sut	1	9	0	1	9	0	"	
8	Resham	2	0	0	0	0	0	"	
9	Rui Kapas	0	2	0	1	0	0	Md	
10	Rui Ankra	0	2	0	2	0	0	"	
11	Sut vilayati Dora Piga Gatti	2	0	0	0	0	0	Saddi	
12	Un	0	2	0	2	0	0	Md	
13	Sona	0	3	0	0	0	0	Tola	
14	Chandi	0	0	1	0	0	0	"	
15	Soney Key jewar va Bartan Tijarti	0	3	0	0	0	0		
16	Chandi ke zewar va Bartan Tijarti	0	0	1	0	0	0	"	
17	Vark Sona Chandi	1	9	0	0	0	0	Saddi	
18	Chaddar Tamba Pital	1	9	0	0	0	0	Md	
19	Bartan Disawri Muradabadi German Silver Elmonium	2	8	0	0	0	0	Saddi	
20	Bartan Tamba Pital Kansi Bharat	1	8	0	0	0	0	Md	
21	Phoot tama pital kansi bharat	0	12	0	0	0	0		
22	Rang	0	12	0	0	0	0	"	
23	Jast Shisha*	0	8	0	0	0	0	"	
24	Loha	0	1	0	0	0	0	"	
25	Pench Kabla Kunda Kara Pala Sarota	1	9	0	0	0	0	Saddi	
26	Zewar Dhatu ka jhuta har kism Mulamma ka	2	0	0	0	0	0	Saddi	
27	Pathar ki chijain	0	12	0	0	0	0	"	
28	Pathar Imarti	0	8	0	0	12	0	"	
29	Ghia Bhata	0	3	0	0	0	0	Md	
30	Ram Raj	0	1	0	0	1	0	"	
31	Surma	0	0	0	0	1	0	"	
32	Kharis	2	0	0	3	0	0	Saddi	
33	Lehson	0	0	0	0	12	0	Md	
34	Tambacoo Piney ki	1	9	0	1	9	0	"	
35	Zarda	1	9	0	0	0	0		

No	Name Jins	Daramad Mal jo Illaqa Patiala vagaira sey Illaqa Patan men Awey			Baramad Mal jo Illaqa Patan Sey Illaqa Patiala vagera men javey			Each	Remarks
36	Tambacoo Khaney ki, soonghney ki Biri Cigarette, Cigar	3	0	0	0	0	0	Saddi	
37	Ghora Ghori	3	0	0	3	0	0	Ras	
38	Unt	2	0	0	2	0	0	Mahar	
39	Bel	0	0	0	2	0	0	Ras	
40	Tattoo	2	0	0	2	0	0	"	
41	Bhensa	0	0	0	2	0	0	"	
42	Bakra Bakri Menda Bheih	0	0	0	0	8	0	Shak	
43	Gadha	0	0	0	0	8	0	Ras	
44	Bhens	0	0	0	15	0	0	"	
45	Gai	0	0	0	0	0	0		
46	Suthi Tat patti bori nai narial key rassey	0	4	0	0	0	0	Md	
47	San	0	2	0	0	4	0	"	
48	Bardana Purana	0	2	0	0	0	0	"	
49	Munj	0	0	0	0	2	0	"	
50	Ban	0	0	0	0	4	0	"	
51	Pani Pula	0	0	0	0	2	0	"	
52	Chamra Pukhta Ranga hua	1	9	0	1	0	0	"	
53	Chamra Kham	0	0	0	1	8	0	"	
54	Chara maveshi harkism	0	0	0	0	2	0	"	
55	Lakri Jalaney ki	0	0	0	0	1	0	"	
56	Coala lakri	0	0	0	0	1	0	"	
57	Kal siney ki va ghari va Purzi vagera	1	8	0	0	0	0	Saddi	
58	Jo gahoon, chana	0	0	0	0	3	0	Md	
59	Bajra, jwara moong moth urd	0	0	0	0	2	0	"	
60	Zeera	0	0	0	2	8	0		
61	Chawal	0	4	0	0	0	0	"	
62	Maniahari Saman	1	9	0	0	12	6	Saddi	
63	Kirana	2	0	0	2	0	0	"	
64	Lakh	1	9	0	0	12	6	"	
65	Kagaj Bideshi harkism	1	9	0	0	0	0	"	
66	Raddi Kagaj	0	2	0	0	2	0	Md	
67	Gosht	0	0	0	1	0	0	"	
68	Chal Babool	0	0	0	0	1	0	"	
69	Lakri kikar bans vagera	1	9	0	0	0	0	Saddi	
70	Rath Bhail	1	9	0	0	12	6	"	

NOTE — 1 Vaqtan favaqtan jesa munasib samja jata hai, kami beshi kardi jati hai

2 Amdni zakat babat sambat 1986 zar amad ek hazar panso char 1504/2/9 rupia, do ana no pai, baramad 846/9/9, total 2,350-12-6

GRANT OF ZAMINDARI TO DIGGI THAKURS IN MALPURA PARGANAH

PART A — DOCUMENT OF 1680 A D.

Seal Khadim-i Sharaa
Mohammad Dayam ast. San 1092

Mutabiq iqrar maqqarin mastur mohar namuda shud

Bais i tahrir i insatur an ke mayan ke jami i muqaddaman wa mazaran parganah Todri almashhur Malpur em chun zamindari tamami parganah khudra ba raza wo reghbat i khesh banam tahawwur wa bisalat dastgah Harisingh Khangarot Muqarrar kardem wa iqrar namudashud ke unche dastur wa bhom zamindari az malvjbat wo sayar jehat parganah mastur bashad bila uzr wa ahmal fasal ba fasal wa sal ba sal dar mauza Lamba mirasanida bashem wa harkas ke juz wa kul az pisaran wa khurdgan in janib bashad zamindar wa Bhomia tahawwur dast gah moiz elah ra mustaqil danista wajeh zamindari ra ba pisran i eshan ra mutabiq dastur mirasanida bashand agar ahyanan darin bab harf wa hujjat darmiyan arad gunahgar shara sharif gardad Binabaran in chand kalma ba tariq razinama navishta dada em ke sani hal hujjat bashad

(List of Muqaddams omitted)

Siwai an jami Muqaddaman mawaziyat kul wa juz parganah agar azin iqrar heela wa hujjat darmiyan arad gunahgar bashad Tahrir ul tarikh.

TRANSLATION

Seal of Mohammad Dayam servant of the Faith A H 1092 = 1680 A D

The seal was fixed in accordance with the wish of the persons who agreed (to this document)

The reason for writing these lines is that we all the muqaddams and cultivators of parganah Todri, known as Malpur of our own desire and wish entrust the zamindari of our entire parganah to the brave and gallant Harisingh Khangarot and promise that whatever customary cess and Bhom dues on the mal jahat (*land revenue*) and sayar jahat (*miscellaneous income*) of the said parganah appertain to the zamindari, we shall pay without any hesitation or excuse from crop to crop and year to year at village Lamba Every one of us representing a part or whole (of the parganah), and our descendants shall recognise the said gallant (*Harisingh*) as permanent Zamindar and Bhomia and shall pay the zamindari dues to his (Harisingh's) sons in accordance with practice. If, perchance (any one of us) demur in this regard he will be held sinful in the eyes of the Mahomedan Law Therefore these few lines have been written as an agreement, and made over, as proof for the future

(Names of Muqaddams of the villages omitted)

If any of the Muqaddams of the villages of the whole or a part of the parganah raises any objection to this agreement, he shall be deemed sinful

PART B — DOCUMENT OF 1691 A D

Hual Ghani

Seal
Bahauddin Ghulam
Badshah Alamgir

Chaudhriyan wa Qanungoyan wa Riaya wa Baraya parganah Malpur bidanand Chun darinvila ba-zahur paivast ke zamindari dehat wa qasba parganah Malpur ba-mujib istadua wa razinam-i-anha ba auhda tahawwur dastgah Harisingh ke darhangam ikhraj mufsidan jami ba jamiyat tamam dar hifazat-i-nang wa namus sakne-i-anja wa abadani riaya parganah Qasba Malpur wa dehat an nawab masdari taradduat shuda muqarrar ast, chunache jami-ahali wa mavali riaya wa baraya ba toa wa raghbat ek chize ba-rasum-i zamindari az qasba dehat muqarrar namuda dadaand Darimada Sanad-i Diwanyan-i sabiq neez masharun elah badast darad Binabaran nazarbarkar Sarkar Padshahi wa rifahiat riaya wa baraya dashta wajeh majbur bar tabaq razinama-i anha badastur sabiq musallam wa muqarrar dashta shud, bayad ke wajah mastur badastur sabiq ba mashar un elah mirasanida bashand ta bakhatir jama dar imdad wa ayanat kar-i Badshahi muqayyad bashad Darinbab takid danand Tahrir tarikh 15 shahr ramzan-ul-mubarak san 35

TRANSLATION.

In the name of God

Seal of Bahauddin, servant of Badshah Alamgir

Be it known to the Chaudhris, Qanungos, subjects and inhabitants of parganah Malpur

Whereas it has come to notice that the zamindari of the town and villages of parganah Malpur has in accordance with your request and agreement, been held by Harisingh, the brave, who has taken great pains and undergone many trials at the time of expulsion of the rebels and engaged himself and his forces in protecting the honour of the local inhabitants, and has secured peace for the Raiyats of the parganah and the town of Malpur and of other villages in the same vicinity, the inhabitants have, of their own accord, allotted the zamindari cess for the town as well as for the villages in favour of Harisingh, who is in possession of a sanad from previous Dewans to this effect Therefore, having in view the performance of his official duties and the welfare of the people, the aforesaid rights are, in accordance with the agreement of the raiyats, hereby confirmed in his favour as before They (the raiyats) should continue, as before to pay the said cess to him (Harisingh) so that he (Harisingh) may with satisfaction render necessary service and devote himself to the performance of his official duties

Compliance with this order is strictly enjoined

Written on 15th Ramzan, 35th regnal year (of Aurangzeb) i e, 1691 A D

PART C —DOCUMENT OF 1693 A D

Seal
Safi Khan Ast
Alamgir Shahi

Hua hasbi

Chaudhariyan wa Qanungoyan wa Riaya wa Baraya parganah Malpur bi lanand Chundarin vila bazahur paivast ke zamindari dehat wa qasba parganah Malpur ba mujib asnad hukkam sabiq wa istadua wa razinam i anha ba auhda tahawwur shaar Gajsingh pisar Jaladat panah Harisingh Muqarrar ast Binabarin nazar bar hirasat i parganah mazbur wa rifahiyat riaya namuda zemin dari mahal mazkur badastur sabiq ba mashar un elah bahal dashta shud Mibayad ke wajah rasum i zamindari badastur mahood ba nam burda rasanida bashand ki bakhatir jama dar hifazat wa hirasat riayai parganah mazbur muqqayad bashad Dirinbab takid danand Tahrir fil tarikh bisto panjum 25 shahr Rajab ul Murajjab san 37 Jalus Maulla

TRANSLATION

In the name of God — Seal of Safi Khan Badshah Alamgir

Be it known to the Chaudhris Qanungos subjects and inhabitants of parganah Malpur

Whereas it has been brought to our notice that the zamindari of the villages and town of parganah Malpur has in accordance with the sanads of previous officers and their own (the Chaudhris' etc) request and agreement been held by Gajsingh the brave the son of the eminent Harisingh there fore with a view to the protection of the said parganah and the prosperity of the raiyats the zamindari of the aforesaid Mahal is hereby continued as before in favour of the aforesaid person (Gajsingh) You (the Chaudhris etc) should continue to pay the zamindari cess as undertaken by you to the above mentioned person so that he (Gajsingh) being satisfied may devote himself to the protection of the raiyats of the said parganah

Compliance with this order is strictly enjoined

Written on 25th Rajab 37th regnal year (= 1693 A D)

REPORT

ON

KHANDELA

BY

C. U. WILLS, C.I.E., I.C.S. (*retired*)

PANDIT SHEETLA PRASAD BAJPEYI, C.I.E.,
Rai Bahadur (*Chief Justice, Jaipur State*)

THAKUR MAHENDRA PAL SINGH OF KOTLA
(*U. P. Civil Service*)

FORMING

THE COMMITTEE OF INQUIRY

APPOINTED IN ACCORDANCE WITH

JAIPUR STATE GAZETTE NOTIFICATION NO. 17164

DATED THE 17TH OF NOVEMBER 1933

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REPORT
ON
THE KHANDELA ESTATE

PART I INTRODUCTION

1 A copy of Jaipur Gazette Notification No. 17164, dated the 17th of November, 1933, together with Mr Wills' printed report, was issued to the Vakil of each Pana of Khandela on the 22nd of November, 1933, and, on the 13th of December, the Thikanedars were informed that their case would be taken up about the 22nd of January, 1934 Thereafter the representatives of both Panas indulged in a series of shifts and evasions until it had become perfectly evident that they were, on one pretext or another, avoiding appearance before the Committee. They were, therefore, informed that no further postponement could be given them beyond the 12th of March

2. On the 12th of March written arguments on behalf of each Pana were presented, but the Bara Pana, though their permanent English-speaking Vakil was present, entrusted their case to a Pleader, engaged the same morning, who had no knowledge of English or of the Thikana's written argument The Pleader for the Chhota Pana frankly admitted that he had no permission to argue the case It was now abundantly clear that neither of the Thikanedars concerned was prepared to avail himself of the opportunity offered by this Committee of representing his case orally before them It was decided, therefore, to close the proceedings and to deal with the case on the basis of the written arguments already received (Appendix A)

3 Subsequently, by Gazette Notification No 72 V P O, dated the 6th of April, 1934, a further extension of time up to the 10th of October, 1934, was allowed to both Panas of Khandela for the production of additional documentary evidence This extension was given them so as to place Khandela, in this respect, on an equal footing with those other Thikanas whose hearing was postponed till later in the year No documentary evidence of any kind was produced by either Pana by the 10th of October,

1934. On November the 26th, however, the Vakil for the Chhota Pana produced a long written argument in respect of that Pana's "Customs" rights. As the case had been closed on the 10th of October, and as we had already fully considered the question of Khandela's Customs rights and had finally passed the draft of our report, we declined to accept this belated additional written argument.

PART II TENURE HISTORY 1797 TO 1836 A D.

4. The Khandela Estate lies some 50 miles north-north-west of Jaipur It is the southernmost of the Shekhawat Thikanas with which we have to deal, and comprises some 150 villages, divided, roughly, in the proportion of three-fifths and two-fifths, between what are known as the Bara Pana and Chhota Pana A sketch of the tenure history of Khandela is given in paragraphs 134 to 139 of Mr Wills' printed report; but it is necessary to amplify the information there given for the earlier decades of the 19th century Khandela was under the State's direct or Khalsa management from 1797 to 1812 A D (App J, Part A) and was then given back to its old holders But it was again taken from them by Sikar in 1813, and, a year later, Lachhmansingh of Sikar, following the example of Khetri in respect of Babai, obtained a letter from the Minister, Misr Sheonarayan, fixing the assessment on his usurpation in perpetuity (App B). After the Treaty with the British, however, Khandela was resumed from Sikar under Sir David Ochterlony's Settlement of June, 1818 (App C), just as Babai was resumed from Khetri It was restored to the Maharaja's Khalsa and, on the 4th of July, 1818, was farmed to Sikar under a simple lease for the three Sambat years 1875-77 (1818-21 A D See App. D) On the termination of this temporary lease, Sikar surrendered possession—but only after being threatened by the Political Agent, Capt Stewart, with forcible expulsion by a British Force. On his paying a lakh of rupees, as a fine for his contumacy, Sikar was given another simple lease of Khandela in Baisakh St. 1878 (April-May 1822 A. D.) for the four Sambat years 1878-81, ending in August-September 1825 A. D. (See App · E & F). Thereafter Khandela was again taken back from Sikar, and remained in other hands until made over to the Khandela Rajas in Sambat 1893 or 1836 A. D.

For all these years, therefore, from 1818 to 1836, the tract was continuously at the disposal of the State, in accordance with Sir David Ochterlony's Articles of Agreement. It had been Khalsa in 1803 (the date from which resumptions were, in 1818, to be enforced by the British) and for a number of years both before, and after, that date. It was, therefore, with the fullest propriety retained as Khalsa under Ochterlony's Settlement after the Treaty. This lengthy period of post-treaty State control, coupled with the Khalsa management between 1797 and 1812, clearly indicates that the Rajas of Khandela had no formal right, or inherent claim whatsoever, to be "restored" to their old Estate, which, by Ochterlony's Settlement, was to be "disposed of according to the will of the Durbar." (See the 2nd of the Articles of Agreement in App. C, signed by the Thakurs on the 21st of June, 1818.) *The grant to the Rajas of Khandela in 1836 was, therefore, an entirely new grant* and was in no way a restoration or recognition of their former status.

5. Mr. Wills, in paragraph 139 of his report, speaks of the Khandela Rajas' "restoration on the old customary payment with their old customary rights of Mal, Sayar, Bhom and all other cesses (*Kul habubayat*)", but h[illegible] now draws our attention to the facts recorded in the preceding paragraph [illegible] the Rajas' own application in 1839, which shows that the old custom[illegible] assessment was *not* restored (App. J Part A), and to the significant [illegible] stance that the terms "*Mal, Sayar, Bhom, Kuli habubayat*", which [illegible] 1893 (1836 A. D.) defined the character of the new Istimrar grant [illegible] of the old Khandela Rajas' family, are precisely those used in a d[illegible] of the preceding year, St. 1892 (1835 A. D.), which confers *for that* [illegible] a simple Ijara for Pargnah Khandela upon a certain Pokar[illegible] (App. G.) There is, therefore, no justification whatsoever for [illegible] existence in 1836 of an intention, on the part of the State, [illegible] view of their former status, any special rights in favour of the [illegible] Rajas.

6. The precise attitude of the Government of Ind[illegible] grant of 1836 is more obscure. Though the grant was, [illegible] with their approval (See App. J Part A), and, probably, [illegible] no correspondence in the matter with the Imperial Go[illegible]

traced There is, however, the following passage in a report, written by Mr. Blake, Assistant to the A. G. G in 1834 "A marriage being projected between the daughter of Ratan Singh (who succeeded his father on the Bikaner throne) and Sawai Jaisingh, the young Raja of Jaipur, the opportunity was deemed a suitable one for bringing forward the claims of these (Balara Thakurs of Sikar) and other expatriated families, and one of the conditions of the alliance, stipulated by the Bikaner prince, was that the ejected owners of Balara, Khandela and Kasli were to be restored to their rights Agreeably to this stipulation, Khandela was recovered from Lachhmansingh (of Sikar) by the Jaipur authorities, who promised to restore it to the rightful owners, and the other places usurped by the Sikar prince were, in like manner, to have been recovered But, unhappily, the affianced princess died in the *interim*, and with her, of course, terminated all the pending negotiations" (Old British Official Records, pp 169-170)

7 This passage, which treats the Rajas as the dispossessed but "rightful owners" of Khandela, proves that Mr Blake was unaware of the significance of Ochterlony's Settlement of 1818 A D "It had been one of the points insisted on by Sir David Ochterlony, at the first assembly of Thakurs held under his superintendence that the affairs of the principality should be restored to the condition in which they stood on the dissolution of the previous alliance with the British Government in 1805, and, in furtherance of this principle it had been agreed to restore to the Raja's khalsa (Exchequer) all usurpations from him, or grants obtained from the State, in the period of violence and anarchy which had intervened. The Sambat year 1860 (1803 A D) was the date fixed for these resumptions" (Prinsep's *Political and Military Transactions*, Vol II p 375). Now, as we have seen, Khandela was Khalsa from 1797 to 1812, and was, therefore, rightly resumed and restored to the Khalsa of the State by Ochterlony in 1818, under the specific terms of the Agreement summarized above (See App C). Mr Blake was in error when he wrote that, according to a stipulation at the time when an alliance was being negotiated between the minor Sawai Jaisingh and a Bikaner princess, "Khandela was recovered from Lachhmansingh by the Jaipur authorities, who promised to restore it to the rightful owners". It was recovered from Lachhmansingh's perma-

nent possession in Maharaja Jagatsingh's lifetime by Sir David Ochterlony, and the State, not Khandela, was the rightful owner. There was no idea in 1818 that the old holders of the 18th century were the "rightful owners", who were entitled to a "restoration". Nor would a mere transfer from Lachhmansingh of Sikar to the old holders have been of any value to Maharaja Jagatsingh, and it was the *Maharaja's* rights that were to be enforced *under the Articles of Agreement*. *Under that Settlement, therefore,* Khandela was restored to the Maharaja's Khalsa and was thereafter *temporarily farmed* to Sikar, first for three years and then for four years, while, after 1825, it was given to a variety of temporary lessees. If it be argued as was argued before us in the Babai case that there is no direct evidence to show that Sikar's three years lease of 1818 was authorized by Ochterlony, we would point to the simple fact that nothing less than the dominating authority of the British would have induced that Thikana to exchange the permanent grant of 1814 on an assessment of 54,001 only (App. B), for a temporary three years lease on an assessment of Rs. 90,001 (App. D) which was followed by a subsequent temporary lease on an assessment of Rs. 1,20,000 rising to Rs. 1,29,000 (App. F).

8. Mr. Blake drew his information regarding Khandela quoted in paragraph 6 above from Col. Lockett's Journal of 1831. Lockett also wrote of the ex-holders as the "lawful owners" of Khandela, for he too like Blake was unaware of the specific application of the Settlement of 1818 to Khandela and of the plain assertion at that time of the Maharaja's rights throughout the tract. If then both Mr. Blake and Col. Lockett failed to appreciate the full significance of the Settlement of 1818, it is not improbable that the Government of India were equally misinformed as to the real position when the new grant in favour of the old ex-holders was referred for their approval in 1836. That grant involved a modification of the Settlement under the Treaty of 1818 which had decreed that Khandela (among *other places*) *should be restored to the Maharaja's Khalsa*. This Settlement of 1818 was imposed by Ochterlony partly no doubt for reasons of political expediency but partly also as the consideration offered to Maharaja Jagatsingh for his entry into alliance with the British. It seems therefore on the face of it incredible that an extensive tract like Khandela would have been deliberately withdrawn from the Maharaja's Khalsa in

1836 during a Minority Administration, unless the Government of India had meanwhile inadvertently overlooked the circumstances in which it had been restored to that Khalsa in 1818.

9. However this may be, there is no reason to doubt that the new grant of 1836 was made with the approval of the Government of India, although their orders have not been traced That grant was, therefore, a valid grant But what we are here concerned to emphasize is that any sentiments or beliefs as to the "rightful ownership" of Khandela, entertained by the British in 1836, are irrelevant to a discussion of the tenure on which the Khandela Rajas then actually obtained possession. The rightful owner in 1836 was the minor Maharaja Ramsingh, under the Treaty and Settlement of 1818 The grant of 1836 was, in the last resort, not a grant by the British Government but a grant by the Jaipur State, and any inferences to be drawn, as to the scope and nature of that grant, must be legitimately derived from a study of the written document accepted by the State, defining in precise terms the character of the concession to the Rajas of Khandela (App H) This is an important preliminary conclusion which will, necessarily, have a considerable influence upon the recommendations to which we are led by our study of the case

PART III THE ISTIMRARI GRANT OF 1836 A D

10 Before the Khandela Rajas were granted possession in St 1893 (1836 A D), the terms of the new grant were defined in a letter (App H) from the Rajas' Agents, dated Jeth Sudi 13, St. 1892. By that document the Rajas secured the Ijara Istimrar, with *Mal* (land revenue) *Sayar* (see paras 37 and 18), *Bhomi* (see para 25) and *Kuli Habubayat* (all cesses), of so much of the Khandela and Rewasa parganahs as was at that time directly under State management (Khalsa). A gross assessment of Rs 80,0001 was imposed, of which the "Bara Pana", or larger co-sharer, accepted responsibility for three-fifths (Rs. 48,001), while the smaller co-sharer, or "Chhota Pana", was allotted two-fifths (Rs. 32,000).

11. Though the Khandela Rajas thus regained possession of so much of their ancient Estate as had not been permanently alienated to others,

there was, in 1836 A. D., as has already been said, no intention on the part of the State of conferring any exceptional privileges upon them. They were then, and are now, Istimrar Ijaredars, holding under a permanent and specific Ijara, and cannot claim to stand on the same footing as those Thikanas of the Jaipur State whose "ancient rights and domains" were guaranteed by Ochterlony's Settlement. Mr. Wills has, here also, felt compelled, by further study of the case, to recede from the position taken up in paragraph 165 of his printed report. He there stated that there was "no peculiarity in the tenure of Khandela." But this is incorrect. Khandela stands on a different footing from (for example) Sikar or Khetri, because it was, by the Settlement of 1818, to be "disposed of according to the will of the Darbar." It is impossible now for Khandela to appeal to its ancient history and to claim ancient privileges by virtue of long-established custom or prescription. The Rajas hold Khandela under a specific contract as Istimrar Ijaredars and cannot now, merely for sentimental reasons, be included in the superior category of Mamlaguzars.

12. This very question was the subject of a formal discussion by the State Council in 1918 A. D. Inquiry in 1915 showed that there had been some inconsistency in the entries in the State Revenue and State Accounts papers, and that sometimes the term "Mamlaguzar" and sometimes the term "Istimrardar" had been used in reference to Khandela. The case continued under consideration for two years, during which period, though 16 notices were issued to Khandela to produce their *sanads*, they failed to do so. Eventually, on the 30th of August, 1917, the Diwan, Western Division, held that the Khandela tenure was that of an Istimrar Ijaredar. Against this decision both Panas appealed to the State Council. They contended :—

(i) that their payments had for a long time been credited as those of a Mamlaguzar, and that this practice now had the sanction of usage ;

(ii) that the Thikana had been granted to them by the Mogul Emperors ; and

(iii) that, as for the non-production of their sanads, on which the Diwan based his decision, that argument could easily be rebutted by a reference to Tod's Rajasthan.

The matter came before the Council on the 7th of March, 1918; and they confirmed the Departmental Member's view that the Khandela Thikana was held, not in Mamlaguzari, but as an Ijara Istimrar. This final order was actually endorsed by Raja Hamirsingh of the Khandela Bara Pana, who was himself at that time a Judicial Member of the Council The correspondence is instructive, for it shows how the Rajas of Khandela have attempted in the past, as they are attempting now, to disregard the obvious fact that the tenure conferred on them in 1836, as an act of grace, was specifically that of an Istimrar Ijaredar Raja Hamirsingh's plain admission in 1918 of the justice of the State's contention is conclusive evidence against the Thikana now

PART IV THE ASSESSMENT OF KHANDELA

13 Having thus cleared the ground by a discussion of the fundamental controversy between the State and the Khandela Thikanas, we may enumerate the three issues framed for our consideration by Jaipur Gazette Notification No 17164, dated the 17th of November, 1933 These are -

(i) whether the Revenue payments of the Thikanedars of Khandela are permanently fixed, or are, in view of the facts and circumstances disclosed by Mr. Wills' report, liable to revision, and, if they are liable to revision, what revision would now be justified;

(ii) whether H H. the Maharaja Sahib Bahadur should, or should not, assert his sovereign right to the minerals found within the limits of the Khandela Estate; and

(iii) whether the existing customs cordon of the Jaipur State should, or should not, be extended so as to include the whole of Khandela. If it be extended, whether compensation should, or should not, be paid for any reduction of the legitimate income of the Khandela Rajas which will result from such an extension, and if compensation is to be paid, on what basis or principle should it be assessed.

We deal in this part of our report with the first of these three issues

14 The Khandela assessment may be briefly summarized as follows —

Item	1	Gross assessment			Rs	80 001
„	2	Deduction of *Do par* or 2% since 1836	Rs	1,600		
„	3	Deduction for *Batta* or Exchange, since 1836	Rs	2,400		
„	4	Deduction (Rs 11 000 *minus* 2% for *Batta*) since 1839 (App J)	Rs	10 780		
„	5	Deduction for indebtedness (Rs 5 000 *minus* 2% for *Batta*) since 1843 (App K)	Rs	4,900	Rs	19,680
	6	Net Assessment			Rs	60,321

The net assessment is divided between the two Panas in the proportion of three fifths and two fifths The Bari Pana demand is therefore, Rs 36 193 while the Chhota Pana demand is Rs 24 128 *plus* Rs 375 for the village of Bhojpur allotted to the Chhota Pana after the grant of 1836

15 None of the items of account given in the preceding paragraph calls for special comment except No 4 and No 5 The 2nd and 3rd items in that account are deductions which were conceded in the original agreement and may therefore stand As regards item No 4 Mr Wills in paragraph 141 of his printed report states that this special concession was made to the Thikana in view of its permanent loss of a number of villages A reference to Appendix J will show that this is not strictly correct No such specific reason is given for the remission Major Thoresby simply recorded the Thikanedars plea that their assessment was now heavy in relation to the number of their villages and observed, in a general way, that there was valid justification for some reduction of the assessment originally fixed (*Raj ne Khandela par mamlat ke rupaya bahut ziyada hone aur Khandela ke gaon kam hojane ka ahwal likha so albatta hamare aur Panch Sardaron ke darmiyan agle mamle men se kuchh*

kam karna munasib malum hua"—See App J, Part B). As an act of grace, he and the Council of Regency agreed to curtail the total assessment by Rs 11,000 This concession was given during a Minority Administration On the other hand, it has now acquired a conventional stability. We do not recommend that the concession should be withdrawn. At the same time we do not feel that the State is under any obligation to accept formally, as a permanent concession, what was given, as an act of grace, by a Council of Regency. The net amount of this concession is Rs 10,780, being Rs. 11,000 reduced by 2 per cent for *Batta* or Exchange

16 In regard to the reduction of Rs. 5,000 in item 5, the circumstances in which that concession was given will need to be explained. In 1843 Major Thoresby forwarded an application from Khandela for a reduction in their "mamla", on the ground of their poverty and indebtedness The Council of Regency, in their reply, admitted the difficulties of the Thikana, but said that nothing should be done at present They considered that a decision in the matter could more suitably be reached when Maharaja Ramsingh attained his majority Major Thoresby, however, was insistent, saying that the expenditure of the Thikana was heavy, the income small and the assessment severe, and that, with effect from St 1900, Rs 5,000 should be remitted Thereupon the Council of Regency issued a letter on Katik Budi 1, St 1900 (1843 A D) to the Rajas of Khandela, of which a transliteration and translation are given in Appendix K This letter recited that the Thikanedars complained that the assessment of their Estate was heavy and its production (*paidaish*) small, as a result of which they had become indebted and were unable to make ends meet The Council accepted their statement and "in view of the indebtedness of the Thikana" (*Thikana men qarzdari ne dekh*) they agreed with Major Thoresby that Rs. 5,000 should be remitted year by year with effect from the monsoon crop of St. 1900. The balance of Rs. 60,000 was to be paid year by year in two instalments.

17. The Pleader for the Chhota Pana contends that, since this remission of Rs. 5,000 was to be given "year by year" and was not limited to a specified number of years nor declared liable to cancellation on the solvency of the Thikanedars, it must be deemed to be a permanent and un-

alterable concession. Such a conclusion would however be contrary to common sense and inconsistent with the circumstances in which the concession was allowed. In the first place an Istimrar grant itself did not in 1836 necessarily imply a permanently unalterable assessment (see para 19 below) while the very nature of the ground on which the remission was based was plainly of a non permanent character. It is incredible that the Council of Regency contemplated a permanent and heritable gift for all time when they specifically justified the concession on one ground only—namely the indebtedness of the Thikana. In the second place the concession was given by the Resident during a Minority period in spite of a specific recommendation from the Council that a decision should be postponed until the infant Maharaja attained his majority. Here again it is impossible to believe that Major Thoresby regarded his decision as binding for all time upon successive Maharajas of Jaipur. We therefore hold without hesitation that the allowance for indebtedness is revocable at any time in whole or in part by H H the Maharaja if and when he is satisfied that the financial condition of the Thikanedars is such as to justify an increase in their assessment.

18. So much for the question of principle. But as a practical measure we cannot advise the cancellation of any part of this concession at the present time in view of the Thikanedars continued indebtedness. Inquiry from the State Accounts Department shows that the Bara Pana is now indebted to the State to the extent of Rs 61 86 66 319 while the Chhota Pana is similarly indebted to the extent of Rs 14 04 02 724. In both cases these fabulous figures are due to the computation of compound interest. Some 61¾ crores are due to compound interest in the case of the Bara Pana and 14 crores in the case of the Chhota Pana. It is obvious that we can make no proposal for a withdrawal of the long standing deduction of Rs 5 000 on account of the indebtedness of the Thikanedars so long as these figures are maintained against them in the State's accounts. We can only suggest that the deduction on account of indebtedness be taken into consideration after some settlement has been made in regard to the Thikanedars present outstandings. In our opinion the whole demand for past interest both simple and compound should be written off without more ado. The actual balance of arrears should then be the subject of a

settlement which should take the form of a series of equated payments, distributed over a specified term of years, and, on the completion of this term, the Rs 5,000 at present deducted from the Khandela assessment on account of its indebtedness should be reconsidered So far as we can learn, the Thikanedars' indebtedness to others than the State is not a very serious matter

19. The last point we have to consider is whether the assessment of the Istimrar Ijaredars of Khandela is permanently fixed and, if so, at what figure is it permanently fixed Although the word "istimrar" signifies "permanent", nevertheless the question is not so simple as this fact would seem to imply. A good instance of a class of Istimraidars, whose assessment was not regarded as permanent even by the British Government, will be found in the Istimraidars of Ajmer, referred to in the Rajputana Gazetteer of 1879 (Vol II p 26) 'In 1830, 1839 and 1841 the Government of India had declared that the estates were liable to re assessment and had given explicit orders for their re assessment The Chiefs who, at a very early period of British rule, perhaps even before it, had acquired the title of Istimrardars, no doubt considered themselves holders at a fixed and permanent quit rent The final orders of the Government were conveyed in the letter No 94 R, dated 17th June, 1873 The Viceroy consented *to waive the right of Government in the matter of re-assessment* and to declare the present assessments of the Chiefs to be fixed in perpetuity"

20 Considering that Khandela was given to its present holders in 1836 during a Minority Administration, it would be reasonsible to argue, from the position of the Istimraidars of Ajmer at that time, that there was no certain intention in 1836 of conferring on the Rajas of Khandela an assessment fixed in perpetuity. Looking, however, to the fact that the assessment of 1836 has never since been questioned, we would strongly recommend to His Highness the Maharaja that he should follow H E the Viceroy's precedent in Ajmer, to the extent of declaring the original figure of assessment (Rs 80,001) to be fixed in perpetuity The items of deduction given in paragraph 14 above may be regarded as having varying degrees of permanence according to the character of the concession

in each case. But they were all allowed during a Minority Administration and should not be permanently accepted by the State, though, for our own part, we recommend no immediate change in them

21 We recommend accordingly —

(*a*) the recognition of the gross assessment of Khandela (Rs. 80,001) as fixed in perpetuity,

(*b*) the maintenance, for the present, of the existing net demand from each of the two Panas,

(*c*) an early settlement of account which will convert the actual outstandings (after excluding all past interest charges) into a series of equated payments, and

(*d*) the re-consideration of the reduction of Rs 5,000 on account of the Thikanedars' indebtedness, only at the end of the period fixed for the payment of arrears under the settlement of accounts

This is our finding on the first of the three issues enumerated in paragraph 13 above

PART V MINERAL RIGHTS

22. The mineral rights of the Khandela Thikanedars present very little difficulty, as the matter has recently been fully considered by the State Council The question arose in 1930, when a P W D contractor, who brought stone from Khandela for huts etc in connection with an Emergency Landing Ground, then under preparation on behalf of the Imperial Government, was forced by the Thikanedars to pay royalty An inquiry was instituted, and both Panas put forward the claim that "the mining and quarrying rights have been owned and possessed by the Thikanas since their very establishment without any interruption " As, however, they could produce no evidence in support of this contention, the Council, under the Presidency of Mr B J Glancy, accepted, by Resolution No 22, dated the 12th of November, 1930, the Public Works Member's recommenda-

tion that 'As both Panas of Thikana Khandela have failed to produce any evidence to prove their right in regard to minerals and stone, they should not be allowed to charge any royalty on stone required for Raj purposes' (App M)

23 In 1931 further difficulties arose owing to the obstruction caused by the Thikanedars to an officer of the State Mining Department, who was prospecting for Mica in Khandela The Minority Administration had, meanwhile, ceased and the case came before His Highness in Council It was by Resolution No 16 dated the 22nd July, 1931, "resolved that, as both Panas of Thikana Khandela have failed to produce any *sanad* or *patta* from the Darbar in support of their claim to quarrying rights, His Highness in Council considers that they have no such rights and cannot lease the quarries situated within their Thikanas or levy royalty, but they can take stone from the quarries for their private consumption only Mining rights being exclusively sovereign rights of the Darbar, the Thikanas must not interfere with the employees of the State Mining Department who wish to carry out a geological survey in that area (App N) On the 2nd of December, 1932, the Council further agreed that the proceedings contemplated against the Khandela Thikanedars for their obstruction to the State's Mining Department Officers should be dropped, an assurance having been received from the Thikanedars that such obstruction would not recur

24 The value and extent of the mineral resources of Khandela have, by the courtesy of Dr W Chaudhri, the State Geologist, been conveniently summarized for the Committee in his Note of the 15th of January, 1934 (App O) He distinguishes 'major minerals', which are included under "mining rights," and "minor minerals," which are included under quarrying rights This distinction is based upon a Resolution of the State Council No 5 dated the 19th of October, 1926 (App P) It is clear from the recent Resolution of the 22nd of July, 1931 (quoted in the preceding paragraph), that neither of the Panas of Thikana Khandela has any mining rights in "major minerals or any quarrying rights in 'minor minerals All they enjoy is the concession, then given to them, of being

allowed to take stone from the quarries for their private consumption only

25 The arguments for the Chhota Pana, in respect of its mineral rights are detailed in the Written Argument reproduced as Appendix A, Part B The first and third arguments repeat in another form the invalid historical contention which will be dealt with in connection with the Bara Pana The second argument is that the term Bhom in the grant of 1836 includes all minerals Bhom has two meanings only in the Jaipur State It may signify the land tenure of a Bhumia or it may denote what Tod calls Bhom rakhwali the right to certain perquisites or privileges the benefit of which is only pecuniary (Tod s Annals edited by Crooke Vol I pp 576—7) It is used in the Khandela grant as in scores of other cases in the Jaipur State in the sense of Bhom rakhwali and has no reference however remote to mineral rights

26 Another contention is that if the original grant from the Moguls to the State did not cover minerals then the State cannot claim them now and that alternatively if the original grant included mineral rights in favour of the Raj then the subordinate grant given to Khandela presumably conferred the same mineral rights on the local Thikanedars This argument ignores the specific terms of the grant to Rajas Abhaisingh and Lachhmansingh in 1836 A D under an Ijara istimrar which conveyed to them no mineral rights

27 Finally an attempt is made to support Khandela s claim by a reference to the fact that the compensation paid by the Government of India to the Thikanedars under the Salt Agreement of 1870 constitutes a recognition of their mineral rights This argument has been suggested perhaps by paragraph 198 of Mr Wills Report We have examined this argument carefully and have considered a letter No 715 dated the 17th of August 1880 addressed to the Jaipur Darbar by the Officer in charge Eastern Rajputana States Political Agency Office paragraph 2 of which runs as follows — The amount of compensation payable by the British Government to right holders of the Kuchor Purwasa Sur under Article VII of the Salt Agreement was computed and fixed as follows —

To the Rao of Khandela

His share of the Salt Works	Rs 4 375
Value of the right possessed by the Rao to levy duty on salt exported from the Sur... as rent which he derived from the land on which the salt source exists	Rs 3 500
	Rs 7 875
or, in round figures	Rs 8 000

A reference to Article VII of the Salt Agreement shows that the first item of Rs 4 375 was the estimated fair compensation for all standing works *and buildings within the line of demarcation* (Aitchison's *Treaties III* p 54) The second item of Rs 3 500 was compensation for the loss of a transit duty on salt which was treated as rent from the land forming the salt source We hold that the receipt of compensation under these two heads in no way constitutes a recognition of the Thikanedars general right either to major or minor minerals within the limits of their estates

28 The arguments adduced on behalf of the Bara Pana will be found in Appendix A Part V Mines both major and minor have been the property of the Thikanas from time immemorial and when the State has recognized this right of the Thikanas from the beginning up to this date it cannot now in all conscience attack it without causing a breach of an ancient right and a violation of its previous recognition of this right This is a mere repetition of the claim already formally repudiated by the Minority Administration in 1930 and by His Highness in Council in 1931 The argument ignores the resumption of the estate in 1797 A D by Maharaja Pratapsingh its occupation by Sikar in 1813 its resumption and restoration to the State Khalsa by Sir David Ochterlony in 1818, and its grant in 1836 to Rajas Abhaisingh and Lachhmansingh during the minority of Maharaja Ramsingh under a *likhtang* signed by their accredited Agents (*Gumashtas*) which makes no mention of mineral rights

29 The argument of both Thikanedars rests apparently on the assumption that all the vagaries of fortune which have attended their past

history have in no way affected their ancient tenure. We hold, however, that this chequered history and, particularly, the *Istimrar Ijara* of 1836 during the Long Minority, have definitely placed Khandela in a category inferior to that of a *Mamlaguzar*. The orders of the State regarding their mineral rights are clear and of recent date, and are consistent with the reasonable inferences to be drawn from the tenure history of the Thikana. We, therefore, see no reason whatever for recommending any modification of those orders, which confirm the State's full mineral rights throughout the Khandela estate.

PART VI INCLUSION OF KHANDELA IN CUSTOMS CORDON

30 The last question before us has reference to the so called '*Customs* rights of the Khandela Rajas. *The position, as we understand* it is as follows. The realisation of a true Customs duty on exports and imports passing from one political jurisdiction to another is peculiarly a sovereign right. Such a right Khandela cannot claim or justify. That Thikana is an integral part of the Jaipur State and is an interior subdivision thereof held on a subordinate tenure. These facts render its claim to Customs rights particularly anomalous. Prior to the extension of the Jaipur State Railway through Khandela between 1916 and 1922 the Thikanedars exercised no more than a customary authority to impose a levy, or toll on merchandize passing through or over their estate (known as *rahdari*) and a tax on sales of merchandize (known as *mapa*). Since the advent however of the railway (capitalized wholly by the State *it may be noted) the position has been changed. No transit duty is levied by the State on goods passing by rail over or through its* territories with the result that by means of the facilities provided by the State's own railway the Thikanedars of Khandela are now able to pierce the State's Customs Cordon and to import and export goods freely by rail between Khandela and any area outside the State's Customs Cordon and to impose what is called 'Customs' duty upon them. This has given a considerable stimulus to the income which the Thikanedars derive from their levies upon trade. In fact it has led we understand to the abandon

ment of the older "*mapa rahdari*", and to the substitution therefor of a regular, but unauthorized, "Customs" system

31 The recent Minority Administration did not counter this new development In fact, as pointed out in paragraph 210 of Mr Wills' report, the Council under Mr (now Sir Leonard) Reynolds, conceded the territorial Thikanas the right to receive, free of Customs duty, goods imported by road or rail from foreign territory, provided bulk was not broken outside the Thikana This concession was clearly given under some misapprehension Previously these Thikanas had merely enjoyed the negative concession of being excluded from the State's Customs Cordon, but in 1925 they were given the positive right of importing goods through the State free of duty—a diminution of the Ruler's prerogative which should under standing orders, have received the special sanction of the Government of India The whole basis of the concession of 1925 rested on the incorrect assumption, as stated by Mr Reynolds himself that the Raj has recognized the right of the Shekhawati Thikanas to levy their own Customs duties' A copy of Mr Reynolds Note of the 25th of March, 1925, and the resulting Council Resolution of the 17th of July, 1925, are given in Appendix Q That Resolution will of course be automatically set aside, if the Customs Cordon of the State is extended to the State frontier

32 The misconception of the Minority Administration, referred to in the preceding paragraph, led in 1927 to an indirect acknowledgment of Khandela's right to levy Customs duty The Istimradar of Ranoli a group of 5½ villages which has been held to be subordinate to Khandela, appealed in 1927 to the State Council against an order of the Revenue Department which supported Khandela's claims to realize "Customs" duties on goods imported into Ranoli The Revenue Member urged that Ranoli could have "no independence as regards Customs", and the Council accepted his recommendation and rejected Ranoli's appeal, but, in doing so they indirectly acquiesced in Khandela's assertion of its Customs rights A copy of the proceedings in connection with this Council Resolution No 15, dated the 29th of October, 1927, is given in Appendix R

33 In our considered opinion, however, no Thikana is entitled to raise any objection, or to claim any compensation, merely because His

Highness the Maharaja in exercise of his sovereign right, chooses to extend the Customs Cordon of the State to its territorial frontier. So far as the Thikanas' present levies upon trade partake of the character of Customs *duties they are (apart from the mistaken Minority admissions of 1925 and* 1927) an unauthorized encroachment upon His Highness' prerogative. All, in our opinion, that the Thikanas are entitled to claim is compensation *for the loss of such levies upon trade as they had legitimately imposed prior* to the mistaken concession of 1925 A. D. The average net receipts prior to that date should be ascertained, and the figures thus disclosed should *form the basis of* any offer of compensation.

34. In 1836 A. D., when Khandela was granted to its old holders, there was no mention of *Mapa* or *Rahdari*, but the practice in other Thikanas was in the Rajas' favour, and they had, we may be sure, little difficulty in appropriating the income from this source, which they have now continued to enjoy for many years. So far as we know, no objection has been at any time raised by the State to the collection of *Mapa* and *Rahdari* by the Khandela Rajas. It would, of course, be incompatible with sound administration if the State were to extend its Customs Cordon to its territorial frontier, while at the same time permitting a Thikanedar to impose *Mapa* and *Rahdari* within his estate. The complete stoppage of these levies will be necessary, and reasonable compensation, therefore, should be offered in return.

35. In view, therefore, of the circumstances —

(*a*) that the grant of 1836 A. D. contains no reference to *Mapa* or *Rahdari*, and that the Thikanedars' appropriation of these dues seems to have been unauthorized,

(*b*) that the "Customs" receipts, indeed the whole operation of a "Customs" system, in Khandela have only been made possible by the extension of the narrow gauge railway, constructed entirely at State expense, and

(c) that the Thikanas' receipts under "Customs" have been inflated by the sanction, incorrectly given during the recent

Minority, authorizing them to import goods from outside the Jaipur State Customs Cordon, free of duty, provided bulk is not broken in transit,

we are of opinion that compensation equal to a certain number of years purchase, based on the average net receipts up to 1925 A. D., would be appropriate Any more precise recommendations for compensation must be postponed until the figures for other Thikanas are available. Such postponement is obviously desirable so that the proposed compensation for the various estates may be either uniform or justifiably differentiated

36 Before closing our discussion of the question of Customs, we would refer to a widely prevalent misconception which we find from the Khandela written arguments is shared by these Thikanas The *Istimrari* grant of 1836 A D included *Mal*, *Sayar*, *Bhomi*, *Kuli Habubayat,* and it is claimed that the word *Sayar* signifies Customs The essential meaning of the word is ' the remainder" or "miscellaneous", as in the expression "sayar kharch' , signifying "contingent expenditure", still in daily use in Jaipur. The word, however, can obviously, by its very nature, cover a wide variety of sources of income, and, in its plural form "Sayarat", is frequently applied to the Customs Department But the term ' Sayar" is never applied, and has never been applied, by the Jaipur Government to Customs duties These are invariably known to the Jaipur administration now as *Rahdari* or, formerly, as "*Mapa Rahdari*" (before *Mapa* was abolished) It is in Jaipur a mere misuse of language to say that *Sayar* means "Customs duty" It does not mean Customs duty now, and has never done so from the earliest period to which the records of the State extend

37. The term *Sayar* has a specific significance in Jaipur. It means the miscellaneous receipts classified by the Revenue Department and associated with the land revenue In every village in the State the receipts are divided under two heads *Maljahat*, or Land-revenue Proper, and *Sayarjahat*, or Miscellaneous Land-revenue receipts This classification has been handed down from time immemorial, and its propriety is confirmed by a closely parallel use in neighbouring territories of British India. Under section 3 of the Agra Tenancy Act of 1926, *Sayar* "includes whatever is to

be paid or delivered to a landholder by a lessee or licensee on account of the right to gathering produce, forest rights, fisheries, tanks not used for agricultural purposes, the use of water for irrigation, whether from natural or artificial sources, or the like" The argument that the word *Sayar* in the Jaipur State means "Customs rights or Customs duties is as invalid as the contention (see para 25 above) that *Bhomi* signifies "mineral rights"

PART VII SUMMARY

38 We have now completed our review of the relevant facts and documents relating to Khandela and have recorded our conclusions on the three points in issue referred for our opinion We have found —

(1) that the Rajas of Khandela hold their estate under a new grant conferred in 1836 A D and are bound by the terms of their acceptance, then recorded

(2) that they are Istimrar Ijaredars and not Istimrar Mamlaguzars, and that their payments should not be recorded as *Mamla*

(3) that their basic assessment of Rs 80 001 should be recognized by the State as permanently fixed

(4) that the items of deduction enumerated in paragraph 14 above, enjoy varying degrees of stability according to the circumstances in which each was originally given but they should not be recognized as permanently fixed for circumstances which we cannot foresee may arise which will justify some modification of those concessions

(5) that in particular the item of Rs 5 000 allowed to the Rajas in 1843 A D on account of their indebtedness should be reconsidered as soon as their heavy outstandings due to the State are settled

(6) that the Rajas of Khandela enjoy no mineral rights whatever in their Thikanas

(7) that His Highness Government would be fully justified in extending the Customs Cordon of the State so as to include the whole of Khandela and

(8) that reasonable compensation should be paid to the Rajas for such diminution of their present income from Customs (so called) as may be held equivalent to what they would have lost, had the old system of *Mapi Rahdari* been still in operation —and that this can be calculated by applying an appropriate multiple to their net average legitimate receipts prior to 1925 A D

(Sd) C U WILLS
(Sd) SITLA PRASAD BAJPEYI
(Sd) MAHENDRA PAL SINGH

PART A — WRITTEN ARGUMENT ON BEHALF OF THE BARA PANA OF THIKANA KHANDELA.

To The Special Committee of Inquiry, Jaipur State.

Sir, In accordance with the orders of His Highness, the Maharaja Sahab Bahadur, contained in para 4 of the Notification No 17164, dated Jaipur the 17th November, 1933, published in Jaipur Gazette Extraordinary No 4605, dated the 18th November, 1933, to the effect that the Thikanedars concerned ought to submit before the Special Committee of Inquiry, their representations in answer to the three main issues contained in para 3 of the said notification, the representation of Thikana Khandela, Bara Pana, on the main issues is submitted as under —

A Issue No (1) :—

In connection with this issue Mr Wills in his report, Section VII, part II, para 336, page 122, says that this remission of Rs 5000/- was granted to Khandela, both the Panas in 1843 A D on account of poor crops at the time and indebtedness of the Thikanas Now the Thikanas are prosperous and thus the question arises whether this remission be continued further Out of this remission of Rs 5000/-, Rs 3000/ are concerned with Bara Pana and the Thikana submits its objections and arguments against this recommendation of Mr Wills as under —

(a) Taking into consideration the reduced financial condition of the Thikana, owing to loss of a large number of villages before the restoration in 1835, the State considered the Mamla amount of Rs 80000 to be too much for the Thikana Therefore, to proportionately adjust the Mamla with the reduced financial condition, the State at very reasonable suggestions from Major Thoresby, the then British Political Agent, granted the remission of Rs 11000 in 1839 and of Rs 5000/- in 1843 thus reducing the Mamla amount permanently by Rs 16,000/- per year Both the remissions were made unconditionally, and have continued for nearly a century Hence their permanent character is open to no question at all, and obviously Mr Wills' recommendation regarding the latter remission of Rs 5000/ in questioning its permanency is totally groundless The Committee, therefore, may be pleased to reject Mr Wills' recommendation and may regard as unjust to proceed any further in this connection

(b) Moreover Mr Wills remark that the Thikanas are now prosperous is against facts In reality the financial condition of the Thikana is far from prosperous and it is very difficult to balance the budget from year to year The reasons for this are —

(1) The Thikana is already under a heavy debt and has to pay thousands of rupees and interests

(2) The world wide economic depression together with the abnormal fall in the prices of land produce has hit hard the resources of the Thikana resulting in considerable loss of yearly income Again the seasons have always been unfavourable and inclement

(3) The Thikana has this year celebrated the marriage of one daughter which brought so many expenses that a long time is required to remove the burden Not only this The Thikana has yet to celebrate four such marriages *in the near future and has to bear the heavy burden* Now since there is no savings in the Thikana, it has no other alternative but to incur new debts which will be so heavy that for many years to come the Thikana would be unable to recover anything like normal conditions of easy finances

(4) In Sambat 1919 the State Baqaya accounts against the Thikana were settled and a sum of Rs 33 349/8/- only was found to be outstanding against the Thikana (Vide copy of the Mohri paper, dated Poosh Sudi 5th Sambat, 1920 herewith attached) Besides this there were at that time some private decrees too against the Thikana Therefore with a view to clear off these liabilities an annual Bachat of Rs 4 000/- was fixed out of which Rs 1 000/- was to be paid to the decree holders, and Rs 3 000/- to be appropriated to the payment of State Baqaya These liabilities having been cleared after only a few years this Bachat ought to have been discontinued But in the meanwhile the State imposed a fresh tax in the shape of Matmi and this Bachat of Rs 4 000/- began to be appropriated in the Matmi Baqaya till Sambat 1988 Thus lacs of Thikana rupees have been deposited in the State Treasury But not only this In Sambat 1988 this Bachat was doubled and for the last two years Rs 8 000/ annually are being forcibly realised in the name of Bachat Baqaya Matmi The Thikana has made several representations to urge that this Bachat be discontinued because the Baqaya is unreal and lacs of Thikana money have already been deposited as surplus payment in the Raj further requesting that the Baqaya accounts be settled so that the parties may realise their positions and the balance if any in favour of either, be paid up But the State has not yet paid any attention to the request of the Thikana and is going on realising forcibly Rs 8 000/- per year by attachment of villages of the Thikana The result is that at the present time the Thikana has to pay to the State annually Rs 36 000/ as Mamla, Rs 8 000/- as Bachat and Rs 3 000/ for Batta all swelling to the astounding figure of Rs 47,000/- per annum Thus it is easily conceivable that the Thikana cannot become prosperous under such an unbearably disproportionate assessment, while its annual income is only a little above a lac of rupees A file of this State Baqaya is herewith attached and a kind perusal will clarify the position and will convince the Committee that this Baqaya is really unreal and that the representation of the Thikana is in fact right and worthy of acceptance

(5) It is a settled rule that the Mamla of a Thikana cannot exceed one fourth of its yearly Income In Sambat 1970 when the Thikana's request for an increment in the Mamla of Kochhore was put up before the State it was rejected on the strength of this very principle and it was clearly stated that the Mamla of a Thikana can never be in excess of one fourth of its yearly income No increment therefore in the Mamla which is already in excess 1/4th of the Thikana's income can be supported in law and justice This plea we extend only for argument s sake and therefore it is not binding on us

(6) The Thikana has to bear the heavy burden of the necessary expenditure to carry on the Thikana administration satisfactorily Some important items of these current expenses are such as the clerical staff and other servants of the Thikana including a hundred Sepahis Mounted Sawars and the Stables Besides these the Thikana — Bara Pana — has established in Khandela a Vernacular Middle School *and an up to date dispensary for the sake of public welfare* convenience and education and their expenses amount to some 6 000 rupees yearly Such institutions cannot be found in any of the Thikanas of Shekhawati save Sikar and Khetri and although the finances of the Thikana hardly allow this big amount yet the Thikana is anyhow bearing this heavy burden because the Thikana deems it to be one of its most important duties to do such works of public utility and welfare

(7) In 1843 A D the Mamla of Thikana Khandela was fixed at Rs 36 000/ for a certain number of villages then in possession of the Thikana But at a later date two villages *viz* Ajabpura and Lampwa were resumed by the State for no valid reason at all Out of these Ajabpura was dedicated to the temple of Sri Vijai Govindji situated in the Garah of Bara Pana to meet the expenses of Sewa Puja and Bhog and thus the loss of this village has brought upon the Thikana an additional pecuniary burden of providing for the allowance of Sewa Puja and Bhog expenses which are unavoidable on account of its being a Raj temple of the Thikana The loss of these two villages has dealt such a heavy blow to the financial condition of the Thikana that *its finances can never prosper unless these villages are released* The files of these two villages and copies of Khandela No 337 362 371 372 373 389 417 and 467 are herewith attached A kind perusal will prove that these villages belong to the Thikana and that they were attached and their income deposited in the State without any reason and *hence the Thikana has valid reasons and right to claim their restoration*

(8) The Mamlaguzar Chhut Bhaiyas and Istimrardars of the Thikana still pay to the Thikana the same amounts of Mamla as were fixed in the beginning although their income has since then vastly increased and thus the amounts which they pay as Mamla at present are really very little in comparison to their prosperous financial conditions Moreover there are also some of them who pay no Mamla at all although they enjoy extensive lands

originally granted to them by the Thikana This anomaly becomes more obvious when it is found that these people have no other burdens of public nature to bear or discharge

(9) Many villages of Parganah Khandela had been grabbed by others before the restoration of the Thikana in 1835 A D and consequently the financial position of the parganah became so greatly weakened that the basic amount of the Mamla of Rs 80,000/- proved to be too heavy for the panedars to pay and they felt obliged to submit their representations on the point It was therefore, to proportionately adjust this vast amount of Mamla with the reduced financial condition of the parganah, that the State, on very reasonable suggestions from Major Thoresby, the then British Political Agent, granted the remissions of Rs 11,000/- in 1839 A D and of Rs 5 000/- in 1843 A D, thus reducing the Mamla amount permanently by Rs 16,000/- per year The remissions were made without any reservations and so have been continued for nearly a century, and hence their permanent character is open to no question at all

But the point to which special attention of the Committee is invited in this connection is that among the 38 villages possessed by Sikar before 1835 A D, Bara Pana lost 29, while Chhota Pana lost only 9 (vide Khandela No 337 and 417) and thus Bara Pana's loss was far greater than that of Chhota Pana Therefore justice demanded that the compensation of Rs 16,000/- ought to have been divided between the Panas in the same proportion in which they had suffered the loss of the villages In other words a uniform principle of division ought to have been applied both in loss and as well as in compensation But this was not done and Bara Pana was the loser in consequence Moreover the Mamla of Khandela is far heavier than that of Sikar, Khetri and others in comparison to the financial condition of the Thikana

It is, therefore, requested that the division *of the remission of Rs 16,000/-* may now be corrected and adjusted proportionately according to the loss of the villages suffered by each Pana, viz, Bara Pana should get Rs 13,000/- and *Chhota Pana only Rs. 3,000/, or the actual villages be restored to us from* Sikar for which the Thikana has made separate representation to the Committee for favourable consideration and decision under No 3 of the Thikana Grievances *File, submitted to the Committee*

(10) Mr Wills has made a mistake in showing the assessment of Rs 612/- as pay of Thanedars and Rs 1,073/4/- as pay of Sawars for parcels post along with the assessment *of Mamla of Khandela Bara Pana in Appendix 'N'* of his report In reality this amount of Rs 1,685/4/- is realised neither along with the Mamla nor separately The reasons for its being unrealisable are:—

[1] The Thikana has taken from a long time the responsibility of a safe convey of the parcels post and keeps its own Sawars to do this daily duty When no Sawars or Sepahis of the Raj are appointed for this purpose and

the Raj incurs no expenses at all, the Thikana cannot legally be asked to pay up any amount on this account and therefore, nothing is actually realised from the Thikana in this cannection

(II) In Sambat 1945 the Council of State, Full Bench, passed orders to the effect that from Sambat 1939 no such money for Tankha Thanedaran be charged from any Thikana The item be struck off and in future no such Tankha be calculated for any Thikana Therefore when this item is not charged from any Thikana, Khandela alone cannot be made to pay it

(III) On representation being made by the Thikana on this point the Council of State passed orders on the 22nd of January, 1895, that the pay of the Sawars for parcels post and the pay of the Thanedars should not be realised from Khandela (Copy attached)

A kind perusal of the orders noted above will clearly show to the Committee that both these items are unjust and they are, therefore, not actually realised from the Thikana It is quite possible that Mr Wills may not be aware of these orders and hence the mistake in showing the assessment of these items in Appendix 'N'

It is therefore prayed that the Committee be pleased to correct this mistake and cancel these wrong entries of assessment of these two items from the Appendix under reference

B Issue No (2)

This issue has been framed regarding the mines of the Thikanas Mr Wills has classified mines as Major and Minor and says that the Major minerals should belong to the State in exercise of its sovereign rights while the minor ones should be allowed to remain the property of the Thikanas with two conditions firstly that the State can take stones etc free when required and secondly that the Thikanas should get the previous permission of the State in case of leasing them out for more than a year

This Thikana is unable to agree with Mr Wills in this respect Mines both Major and Minor have been the property of the Thikanas from times immemorial and when the State has recognised this right of the Thikanas from the beginning up to this day it cannot now in all conscience attack it without causing a breach of an ancient right and a violation of its previous recognition of this right When only a few years back the State has recognised this right of Khetri and Patan there can now be no legal or moral justification for the State in going back upon this long-established right of the Thikanas

We, therefore request the Committee to recommend that the mines both Major and Minor should continue to remain the property of the Thikanas as they have been so from times immemorial as integral parts of the Thikana rights

C Issue No (3)

This issue concerns the Rahdari or Customs of the Thikanas Mr Wills in this connection suggests that the Customs cordon of the State be extended

into the limits of the Thikanas by giving them compensation for any loss thus involved

Our Thikana seriously contends this recommendation and the objections and arguments are —

The records of the State namely Khandela No 72, 80, 160, 250, 367 and 424 (Copies attached) and the papers of the Thikana supported by an old established and solemn observance go to prove beyond doubt that Rahdari has been the property of the Thikanas from times immemorial In addition to these the order of His late Highness dated the 20th of July, 1884, and the order of Mr Reynolds, the President of the Minority Administration, dated the 4th of April 1925 (Copies attached), have set the final seal to this hereditory right of the Thikana Mr Wills too, after a thorough inquiry, himself admits this right of the Thikanas On the contrary, the very reason advanced by the State of purchasing Rahdari by giving compensation for it, is the greatest proof of its being a property of the Thikanas It would, therefore, be redundant to quote further proof, although there is plenty of it at our disposal It is therefore a fact admitted on all hands that Rahdari is the property of the Thikanas from times immemorial.

Now as to the reasoning advanced by Mr Wills that there is a difference in the meaning and use of the words Customs and Rahdari or Saira The Thikana does not admit this reasoning In reality there is not the slightest difference between the Rahdari of the State and the Rahdari of the Thikanas Just as the State levies a certain tax on certain commodities imported into, or exported from Jaipur in the same way the Thikana levies the same tax on the same commodities, similarly imported into, or exported from, the limits of the Thikana and just as this department of the State has always been called Rahdari or Sairat till the recent introduction of the new English word Customs, in the same way this same department of the Thikanas has always been called Rahdari or Sairat There is, therefore, no difference between the State Rahdari and the Thikana Rahdari, and consequently if this new name of customs is to be applied for the former it can just equally be applied for the latter All dictionaries say that the words Customs and Rahdari are synonyms Hence the suggested difference is a distinction without difference

As regards the compensation of Rahdari as suggested by Mr Wills, it is a question of mutual agreement of both the parties, and the Thikana does not wish to part with the right which it has been enjoying ever since its foundation The suggestion therefore becomes one-sided

As regards the plea extended by Mr Wills that the State in exercise of its sovereign rights, can take the Rahdari of the Thikana by giving compensation I beg to State that my Thikana does not admit this theory The Mogha Emperors who possessed all sorts of sovereign rights recognised this right ol

the Thikana ever since its foundation and never went back upon it The State too has been solemnly observing this same old Moghal principle up to the present day and far from encroachments it has always recognised and protected this hereditary right of the Thikanas of Shekhawati Therefore the State cannot now launch any attack upon this most vital hereditary and inherent right of the Thikana in conformity with any law and justice Because such an aggression upon the Thikana would be nothing short of a glaring violation of previous recognitions and a breach of a solemnly observed and time established usage This would be acting against the solemn pledges undertaken by the State under articles 5 and 8 of the treaty of April 1818 concluded between the State and the British Government

We therefore request that the Committee may make recommendations to say that the Customs rights of the Thikanas may not be touched and may be allowed to continue as immune from change

Note —Our statement as submitted is still incomplete owing to the shortness of time at our disposal and we submit it only in obedience to the hard pressure put on behalf of the Committee We therefore reserve the right to supplement our statement at any time by submitting any more proofs and arguments whenever available

I beg to remain
Sir
Your most obedient servant
Sd Baldeo Dan
Sd Sukhdevprashad
Vakils
Thikana Khandela Bara Pana

Jaipur Dated the 12th
of March 1934

PART B—WRITTEN STATEMENT ON BEHALF OF THIKANA KHANDELA CHHOTA PANA

The Vakil of Khandela Chhota Pana respectfully submits —

Issue No 1— That the origin of this Thikana had nothing whatsoever to do with an Ijara' of whatsoever nature is admitted on all hands even by Mr Wills But whether the Thikana was restored to the original owners — the present holders — *in view of its undoubted antiquity or the arrangement come to*" in the year 1835, between Rajas Abhey Singhji and Lachhman Singhji and the Jaipur Darbar it is submitted the amount of assessment cannot be enhanced for the following reasons —

(a) According to Mr Wills Khandela is to be treated as an Istamrardar If so no unilateral variation in the conditions on which the Ijara Istamrar was originally granted can now be contemplated The word "Istamrar' itself denotes constancy, permanency invariability inflexibility, unchangeability, etc

(b) In the list of the Ruling Princes Chiefs and Leading Personages in Rajputana and Ajmer 6th Edition at page 194 the Istamrardars are thus defined —

The Istamrardars are so called from the fact that they hold their estates in perpetuity on condition of paying an annual revenue to Government and which is not liable to enhancement '

(c) The Istamrari estates only pay revenue to Government in the form of a permanent and unenhanceable tribute — page 336 Baden Powell s Land System of British India Vol *ii*

(d) The distinction made by Mr Wills between the remission of Rs 11 000 in 1839 and Rs 5 000 in 1843 is not sound According to him the first remission having been made as a concession for the permanent loss to the Thikana of some 47 villages the remission itself might be conceded the attributes of permanency, but in as much as the second remission appears to him to have been made in consideration of the poor agricultural outturn and the Thikana s indebtedness" it must be presumed to have been intended to be temporary in nature Having laid down these premises he proceeds to recommend to the Darbar to reconsider, that is to say, withdraw this latter remission In Istamrar, firstly, no variation of the original terms on which the tenure was granted can be brought about except with the agreed consent of the grantor and the grantee and apart from the accepted attributes of ijara istamrar' the ordinary law of contract also makes it essential that in every contract there must be an offer and an acceptance whether implied or explicit

Secondly Khandela paper No 435 Miti Katik Budi Sambat 1900 by which the remission in question was made rendered into English reads —

"You are to know that Rs 5000 from Sakh Shialu Sambat 1900 are hereby remitted by the Government. The balance Rs 60000 stands, which amount you (Raj) will go on depositing in two instalments *year after year* (Sal dar Sal)"

Now whatever the immediate consideration actuating the Darbar for remitting this sum whether it related to poor agricultural outturn or the indebtedness of the Thikana or both it is immaterial to determine. The determining factor, it is submitted must be sought in the instrument granting the remission itself. The sense to be gathered from this instrument particularly from the concluding words which sum you (Raj) will go on depositing in two instalments from *year to year* clearly indicates that the remission was of a permanent nature and that the Thikana was to pay the assessment at the reduced rates from year to year. If the remission had been intended to be limited to a number of years or what would amount to the same until the solvency of the Thikana or until the improvement of the agricultural outturn a mention to that effect would certainly have been incorporated in the (Muafinama) deed of remission. But the deed of remission is not only silent on the point it clearly lays down that in future the Thikanas will have to pay Rs 60000 only in two instalments from *year to year*.

Thirdly the fact that the Thikana has enjoyed this remission unquestioned for nearly 90 years also strongly supports its claim that it was intended to be permanent rather than temporary as is now alleged for the first time by Mr Wills and

Fourthly in the absence of a deed of remission or even in the presence of a deed of remission which remitted a portion or whole of the revenue for a fixed number of years or until the happening of a certain contingency if the period fixed or the contingency contemplated had eventuated and yet the remission had not been withdrawn for so long a period as 90 years, usage and prescription could be successfully pleaded as a bar to a claim such as Mr Wills has advised the Darbar to make against the Thikana.

Issue No II (A) Mr Wills as per appendix C of his report has found that Thikana Khandela does not possess claims to mineral rights — major or minor. The Thikana does not admit this. Khandela has been enjoying mineral rights from the day of its foundation by Raisalji in the time of Akbar the Great. In para 195 of his report when discussing Shekhawati Thikanas Mr Wills has himself agreed that —

> These Thikanas have in fact a claim by prescription which cannot be gainsaid.

It is submitted that what is true of the Shekhawati is certainly true of Khandela.

(B) The deed of agreement on which Khandela is alleged to hold its present tenure definitely included Mal Jawar Bhoom and Kuri Habubat. The term mal means land revenue the term Bhoom means earth and rights

appurtenant to earth There is a clear distinction between the two terms, the land revenue being allotted to the former, the latter refers to the minerals above or underneath the earth Therefore it follows that the fixed assessment payable to the Darbar by Khandela and which has inveriably been paid from year to year covers and includes Khandela's rights to minerals — major and minor

(C) Mr Wills has, in para 198 rightly challenged the correctness of the Council Resolution No 16 dated the 22nd July 1931 though it is regretted that he saw fit to limit, as in the case of other Thikanas, Khandela's rights also to minor minerals Mr Wills appears to have overlooked the fact that unlike the other Thikanas Khandela was originally an independent Raj, in no way inferior to Amber, and that certain sovereign rights which included the right to enjoy minerals did not suffer any depreciation on Khandela Rajas becoming tributaries to the Jaipur Darbar Khandela has a history behind it which no other Thikana can show All the Raisalot Chiefs of Jaipur got their portions from Raisalji's dominions but the Rajas of Khandela are the direct descendants of Girdharji the Tikai son of Raisalji, and as such they have enjoyed and are entitled to enjoy higher status and better powers than the other chiefs For instance, Babai did not originally form part of the Thikana Khetri Babai was admittedly allotted to Khetri in comparatively *recent times If, therefore, privileges and rights like "Rahdari" and Tiksal or* ' Zakat Kanat" could be conceded to and are in fact enjoyed by Khetri in Babai there is all the more reason not to disturb Khandela's de jure and de facto rights over its minerals

(D) Nor do Jaipur Darbar's claims over mines in Thikana territories gain any strength from Mr Wills Ijara theory Either the Ijaras obtained by the Darbar from the Moghul Court did not contain mineral rights or they did contain If they did not contain neither it could now claim to have got these rights nor to have sublet them If on the other hand these Ijaras had contained mineral rights then in as much as in subletting the 'ijaras' the Darbar did not reserve or keep back for itself any rights or privileges the entire Ijaras must be taken to have been sublet including the rights to minerals

It is laid down in ' Smith Versus Darby L R 7 Q B 716 (722), Newcomen Versus Coulson, 5 Ch D 133 (142), Egremont Versus Egremont, 14 Ch D 158 (162)," that prima facie the owner of the surface is entitled ex jure naturae to every thing beneath or within it" (Tagore Law Lectures Land Law of Bengal by S C Mitra page 394 Ed 1988) 'The law does not import any distinction between the surface and the underground, when the contract of lease does not convey it in express terms" (Op cit, p 396) "The transfer to permanent tenure holders of the right which the Zemindars derived from the Government necessarily conveys the right to the minerals underneath" (Op cit p 396)

(E) If the zemindars of Bengal, who have no territorial jurisdiction, could (para 192 of the Report) obtain under-ground as well as surface rights, the

subordinate Chiefs of Jaipur and pre-eminently among them the Rajas of Khandela must be presumed to be holding their tenures at least on self-same or similar terms if not better

(F) The fact that the Government of India allowed the Thikana Khandela salt compensation also furnishes an instance of the recognition of the Thikana's rights over minerals

(G) The distinction between major and minor minerals, now sought to be introduced, is contrary to usage

(H) The right to minerals is a Sovereign Right and according to the constitution (Amaldaramad) of the Jaipur State it is enjoyed by the Subordinate Chiefs The question of divisible Sovereignty will be dealt with more fully later

Issue III. Mr Wills has admitted that certain Thikanas including Khandela lie in compact blocks on the borders of Jaipur territory, and they are treated for Customs purposes as Illaqa Ghair' According to him the Thikanas continue to levy customs duties One of the reasons he gives in para 207 of his report is that the border Estates had long enjoyed internal autonomy" Before him other high officials like Sir L W Reynolds I C S Ex A G G for Rajputana have also held that the Raj has recognised the right of She khawati Thikanas to levy their own Customs Duties' It only remains to be added that the Rajas of Khandela have never yet yielded the right to levy Customs not even when they came to be dispossed of their lands, indeed at critical juncture like these the Customs used to be their only source of livelihood (Crookes Tod Rajasthan pp 1390 and 1397) What then are the grounds on which Mr Wills bases his recommendations to the Darbar to assert its alleged right throughout the Jaipur State These are 3 in number *(a)* *(b)* and *(c)* under para 217 and the Vakil of Khandela will briefly deal with these grounds in seriatim —

(a) If the Jaipur Darbar may be regarded as having through its treaty with the British Government in 1818 succeeded in respect of Customs and within the limits of its own territory, to the rights which were formerly exercised by the Moghuls evidently the Darbar cannot claim any rights transcendent to the rights exercised by the Moghuls themselves It is submitted that Sayar and Rahdari levies are not distinguishable from the Customs Duties The current phrase Customs Duties is English and must be taken to be synonymous with the Sayar and Rahdari of the Moghul period and it being admitted that the latter levies were taken by the Thikanas in the times of the Moghuls the Jaipur Darbar cannot claim to have succeeded in acquiring better or more rights than the Moghuls had actually possessed

Article 8th of the Treaty of 2nd April 1818 is also noteworthy in this respect No question should be raised with regard to the mineral rights and Customs of the Thikanas which are based on long established usage

(b) Transit dues might have been prohibited by Maharaja Madho Singhji in 1884 but from the mere promulgation of a general order it does not necessarily follow either that His Highness had meant to forfeit the centuries' old rights of the various Thikanas or that the Thikanas had accepted the legality of the order It might well be that Maharaja Madho Singhji had issued an order of the sort Mr Wills mentions, but it is more likely than not that the order in question had been issued with the mere object of sounding as to how it would be received by the Thikanas The fact that His Highness did not do anything there-after, that neither the Customs Cordon was extended nor even the Thikanas were required to acknowledge the order, clearly shows that Maharaja Madho Singhji himself was not sure of his position and could not expect the Thikanas to surrender their long established rights Above everything else the fact that the Darbar continued to treat the various Thikanas as "Ilaqa Ghair" for the purposes of Customs in the State papers, and the fact that it never took steps to give effect to the order under discussion conclusively show that the half hearted attempt of 1884 had proved abortive

(c) Customs rights may be regarded as Sovereign rights, but there are several other rights which also may be regarded as Sovereign rights but which the Jaipur Darbar does not happen to enjoy in Thikanas

Indivisible Sovereignty does not belong to the Indian system of Sovereign States "There is not nor has there ever been anything in International Law to prevent some of those rights [*i e* of Sovereignty] being lodged with one possessor and some with another Sovereignty has always been regarded as divisible" [Life and speeches of Sir Henry Maine, by Grant Duff, 1892 page 332] For instance part of the Sovereignty over those demi-sovereign states in Germany, which were put an end to by the confederacy of Rhine, resided with the Emperor of Germany part belonged to the States themselves In like manner part of the Sovereign rights are enjoyed by the Indian States and part of these rights are possessed by the British Government The Jaipur Darbar stands to the Subordinate Chiefs of Jaipur in the same position as British Government stands to the Jaipur Durbar There is absolutely nothing abhorrent to the Doctrine of Sovereignty if some of the Sovereign rights are being enjoyed by the Sardars of Jaipur

That the Right to Customs duties can be specifically predicated of the Jaipur State by virtue of the Settlement of the 21st June 1818 is not admitted

Secondly, Khandela was not a party to the Settlement

Thirdly, the document containing the alleged settlement having served its immediate purpose was no more heard of in any subsequent dealings between the Maharaja and the Chiefs or the Maharaja and the British Government Indeed, it was not even incorporated in Aitchison's Treaties

Fourthly, this document is said to be in the possession of the Government of India The signatures or names of the executants are not placed on

it, as appears from an authenticated copy in possession of the Special Inquiry Office

• Fifthly, that the so called settlement of 1818 is said to be in the Persian Language It was not customary at that time for the Sardars to address any communication to His Highness in any language other than Hindi and there are no instances of any such communication having been written in the Persian language The provisions of this alleged settlement have never been acted upon and it has remained a dead letter, that is, if it had been executed at all

Sixthly contemporary Historians have referred to this alleged Settlement of 1818 and stated that it was not accepted by the Sardars (Vide Mill History of British India Edited by Wilson (1835), Hamilton Hindustan (1820), Prinsep History of Political and Military Transactions in India during the Administration of Lord Hastings 1813-1823 (2nd edition 1825)

In para 219 of the Report Mr Wills enters a special plea for the Darbar He draws a distinction between the Customs rights of the various Thikanas and vested interests which he holds they have acquired by their having been left outside the Customs Cordon of the State In the end he recommends for reasonable compensation in the case of each of such Thikanas The distinction drawn by Mr Wills between vested interests and Customs rights, though subtle, is hardly convincing Whatever the origin of these rights, originally independent possession and enjoyment grant by the Darbar, usage or prescription, it is clear as Mr Wills admits that the Thikanas and among others Khandela have been enjoying these rights uninteruptedly from time immemorial and the equity of the case is doubtless with the Thikanas than with the Darbar It has been authoritatively held in several cases where no treaty, engagement or sanad existed that usage and sufferance would be quite good enough Indeed in the life of States as well as individuals documentary claims may be set aside by overt acts and a uniform and long continued course of practice acquiesced in by the party against whom it tells must be held to exhibit the relations which in fact subsist between them"

Further elucidation on certain points

1 The foundation of Khandela Raj by Raja Raisalji a Darbari of the Court of Akbar the Great was entirely independent of the Amber Raj Raja Raisalji like the then Raja of Amber was a Mansabdar' of the Moghul court and his Raj has been described by Historians like Colonel Tod to be equal in importance to that of the Amber Raj itself Even after Raisalji, his four successors namely Raja Girdharji Raja Dwarka Dassji Raja Harsingh Deoji and Raja Bahadur Singhji received Mansabs direct from the Mughul courts This direct connection with the Rulers of India and the enjoyment by the Chiefs of Khandela of positions as high as were allowed to the Rajas of Amber itself shows clearly enough that Khandela was an independent Raj

2 Udai Singhji was never adopted by Raja Kesri Singh Ji Para No 16 lines with red ink and marked No 7 in black ink, in possession of the Inquiry Office clearly shows that Sawai Jai Singhji Raja of Amber and Subedar of Agra recognised Dhiraj Singhji to be the heir successor and Tikai of Raja Kesri Singhji

3 The novel theory put forward in the Report (para 59) that the establishment of the Thikanas depends upon ordinary contract" and not customary status ' is not in accordance with facts (para 59) The publications of the Government of India' rightly 'treated these estates as the product of an indigenous customary system which developed during a long period of unrecorded tribal history The origin of the Thikanas may be explained thus —A Rajput clan occupied a certain territory and maintained possession over it The position of the Prince depended entirely on the support and co operation of his kinsmen the nobility The clan accepted as Ruler whoever was entitled to that position by primogeniture The rest of the nobles voluntarily accepted a position of subordination to the Prince while retaining their independence within their own territories The kinship idea is proved by the following quotations —

'RULING PRINCES CHIEFS AND LEADING PERSONAGES IN RAJPUTANA"

Page 2 When the land grew too strait for the support of the Chief's family and of the increased clan a band would assemble under some new leader and go forth to plant itself elsewhere In this way the whole of Rajputana appears to have been parted off among the clans which we find there now, and the territories that have been gradually rounded off and consolidated by incessant friction are now called States, under the rule of the Chief of the clan dominant

Page 1 L 10 There are other minor Chiefs of a similar class in different parts of Rajputana who claimed some kind of privileged status and separate jurisdiction under the ruling power of the State within which their lands are included This claim is usually by virtue of having descended from a distant stock, or of having originally conquered and maintained their lands without aid or commission from the State s ruler, but on their own score and venture, they nevertheless pay tribute to the State s Chief and are subject to his general authority Such are the chiefs of Sikar in Jaipur

Page 6 L 40 — So long as the minor Chiefs fulfil their customary obligations they hold their estates on conditions as well founded and defined as those on which the Ruling chief governs his territory and their tenure is often just as ancient, and their authority within their own limits, often as absolute"

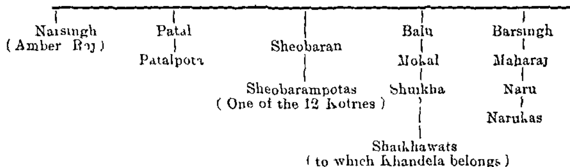
Page 6 L 15 In fact the system upon which the land is distributed among the branch families and other great hereditary landholders is the basis of the political constitution of a Rajput State and forms its characteristic

distinction And this system is not, speaking accurately, feudal, though it has grown in certain states into something very like feudalism The tenure of the great clansmen involves military service and payment of financial aids, but its source is to be found in the original clan occupation of the lands and in the privileges of kinship and purity of descent from the original occupants or conquerors The subordinate Chiefs really claim to be coparceners with the rulers in their right to dominion over the soil and to the fruits of it"

Page 139 L 7 —' The nobles generally enjoy hereditary grants of land from the State in reward for services rendered or by right of descent from the ruling family Nobles of the Kachhawah clan descended from the ruling house are known as Bhai betas or kinsmen"

Page 139 L 29 The following families among others are also know as Kotris — Shekhawats, Narukas Baukawats and Gogawats"

Page 176 — Geneological table of the Ruler of Jaipur 14th ruler — Udai Karan (died in 1838 A D)



Mr Wills Report does not show how the subordinate Chiefs have ceased to be the Kinsmen of the Darbar Ties of blood cannot possibly be severed by any logic or argument

4 It is necessary to enquire into the precise effect of the Ijara Istamrar on the original allodial position of the Thikana and its rights The terms of the Patta indicate no curtailment in the rights and privileges enjoyed by the Thikana when it was an independent principality The contractual aspect was as inevitable in this case as in the treaties between the Indian states and the British Crown That however is no reason for relegating to the background the customary rights The fact of the Ijara Istamrar is no new discovery It has been known all along to the Jaipur State authorities as well as to the Thikanas

It is admitted in the report that originally Khandela was independent of Jaipur Therefore the only results of the acceptance of Ijara Istamrar by Khandela were —

1 The translation of its position of independence into one of semi independence and

2 The liability of the Thikana to pay to the Jaipur Darbar a fixed annual tribute

The terms of the Patta do not show that any other rights and privileges were either surrendered by the Thikana or were curtailed by the Jaipur Darbar

The Thikana has continued to enjoy its rights to customs Duties and Minerals even after the Ijara Istamrar in the same way as it did before "Ijara Istimrar" is essentially in the nature of a contract. And if the deed of contract, namely, the Patta, does not contain any express terms to show that the Thikana would be competent to exercise the right to levy customs or to quarry minerals within its territories, the rights which it originally possessed, according to the long accepted rules of interpretation, the terms of contract must be construed in the light of the subsequent conduct of the parties And it cannot be gainsaid that Thikana Khandela even as Istamrari Mamlaguzar has continued to exercise these rights unchecked and unchallenged from 1836 upto now

'In contracts, as to the subject matter of which a known usage prevails, parties are found to proceed with the tacit assumption of these usages, they commonly reduce into writing the Special particulars of their agreement but omit to specify these known usages which are included, however, as of course by mutual understanding .. . . the contract in truth is partly expressed and in writing partly implied or understood and unwritten" (Leaks Law of Contracts 1867 page 110 Brown Versus Byrne, S E & B 703 715, 23 L J Q B 313, 316)

Halsbury's Encyclopaedia of the Laws of England Volume 10 P 2499 et Seq —

"Where persons enter into contractual obligation with one another under circumstances governed by particular usage, then that usage, when proved, must be considered as part of the agreement"

5 Again it is admitted by Mr Wills in his Report that the right to Customs Duties and Minerals has been enjoyed by the Jaipur Durbar on the strength of Ijaras, if so, in the absence of any reservation in the Pattas, these rights must be held to have passed to the Thikanas

6 Further according to Mr Wills sovereign status of the Jaipur State is attributable to the terms of the Treaty concluded between Jaipur and British Government. If so the rights and privileges of the Thikanas as recognized by the British must also be held sacrosanct Para 5 of Mr Wills Report reads:—

"As a long extract from Sir Alfred Lyall's Contribution to the Rajputana Gazetteer of 1879 forms the Introduction to the Sixth edition (1931) of the Official List of "Ruling Princes, Chiefs and Leading Personages" for Rajputana and Ajmer, we may safely assume that kinship and clan occupation are *still* regarded by the Government of India as providing in Jaipur, as in other leading Rajput States, the source of territorial rights and special powers of the great Thikanas and the key to their relations with the Maharajah".

In this connection following further authorities might also be mentioned —

(a) Major Thoresby who was political Agent for Jaipur and remained at the helm of Jaipur administration for a very long time and reported to the then Agent to the Governor General that ' the Shekhawati Chiefs are more of Tributaries than Feudatories of the Jaipur State, to which they owe no kind of service" (para 57 of the Report)

(b) Col J C Brooke Late Political Agent for Jaipur in his Political History of Jaipur published in the year 1868 on page 10 has described allodial estates of Jaipur as under —

"Estates conquered by the ancestors of the owner or possessed by them anterior to the conquest of the country by the reigning family or not granted by the State, or who have voluntarily sought the protection of Jaipur This class includes the Shekhawats generally with Seekar Khetri Umara, etc etc"

(c) Administration Reports on Rajputana for the years 1865 66 and 1866 67 contain reviews by the then Agent to the Governor-General for Rajputana These Reviews describe the Shekhawati Sardars as allodial Chiefs

(d) Sir Alfred Lyall in his Asiatic Studies on page 253 allows the status of Allodial Chiefs to the Thakurs of Shekhawati

There is no reason to disbelieve such high authorities Mr Wills himself could not help recognising that the present position and privileges of the subordinate Estate-Holders are not a fortuitous development but have a long History behind them'

7 It is said in Mr Wills Report that the Treaty of 2nd April 1818 and its so called complementary Settlement arrived at between the Jaipur Darbar and his Thakurs on 21st June 1818 amply prove that the nature of the tenure of Shekhawati Sardars is Ijara while the former has got nothing to do with the word Ijara the existence of the second is very doubtful Articles 5 and 8 of the Treaty of the 2nd April 1818 if carefully considered support the Thikanas rather than the Darbar The 5th Article by necessary implication makes all enquiries and investigations like the present one ultra vires and 8th Article requires the State not to do anything calculated to disturb long established usage Now Khandela was an independent Raj and by agreeing to owe allegiance to the Jaipur Rajas it accepted the position of a tributary chief On the strength of Article 8 of the Treaty of 2nd April 1818 it claims that long established usage operates as a bar to any attempt directed against Khandela's enjoyment of these rights Moreover it does not appear to be constitutionally correct for the special Inquiry Committee to question the validity of or to do anything to detract from the status and rights of the Thikanas recognized by the Government of India (*vide* paras 53 228 and 229 of Mr Wills Report On page 90 of Aitchisons' Treaties it is definitely stated that the nobles were guaranteed in their legitimate rights and possessions ' by the British Government

[illegible] of A[illegible] usage and [illegible] para 2?0 of Mr [illegible] Report [illegible] are [illegible] says —

[illegible] of an Indian community coming to be [illegible] powers of sovereignty [illegible] one [illegible] and to what degree they are [illegible] by [illegible] of treaties or by [illegible] of the two

Occasionally a conflict arises between the evidence of Writing and the evidence of usage and in such cases superior weight is given to the latter.'

The principle is recognised by great modern Jurists such as Westlake and is accepted and insisted upon by the Government of India as the following extract from the Indian States Committee Report proves —

The relationship of the paramount power with the States is not merely a contractual relationship resting on treaties made more than a century ago It is a living growing relationship shaped by circumstances and policy resting, as Professor Westlake has said on a mixture of history, theory and modern fact

We cannot agree that usage in itself is in any way sterile Usage has shaped and developed the relationship between the paramount power and the States from the earliest times almost in some cases as already stated from the date of the treaties themselves In all cases usage and sufferance have operated to determine questions on which treaties engagements and sanads are silent, they have been a constant factor in the interpretation of these treaties engagements and Sanads In the life of States as well as of individuals documentary claims may be set aside by overt acts, and a uniform and long continued course of practice acquiesced in by the party against whom it tells whether that party be the British Government or the Native State must be held to exhibit the relation which in fact subsists between them '

Justice and Equity do not allow any deviation from established usage or interference with prescriptive rights

9 As His Highness has been graciously pleased to allow the Thikanas to submit their grievances this will be done in due course

10 The present financial condition of the Thikana when compared with that of year 1813 A D is rather worse than better for the reason noted below —

(a) For the last four years the cultivators of the villages Haud Dulatpura Bhojpura Palampura Agloi Kanwarpura Bhoji ki Dhani do not pay their rent in spite of utmost efforts of the Thikana even through the Revenue Department of the Jaipur Government on payment of even a fee of Rs 5

per cent on realizations The Revenue Department of the Council of State deputed the Tahsildar of Torawati for this purpose but he failed to realise a single pie

(b) The ten villages namely Goveti Dookya Ledhana, Samer, Mojpura, Baodi Kansera Dhirajpura and Bhawanipur belonging to the Chutbhayyas of the Thikana do not pay their share of the tribute for the last five or six years in spite of the strenuous efforts of the Thikana, while the Thikana in order to maintain its position pays the full assessment amount This for last three years it is paying by incurring debts

(c) The general trade depression for the last two years has greatly lowered the value of the agricultural produce This has also very much diminished the annual income of the Thikana but the Thikana has to pay the same amount to Jaipur Darbar without any compensation for this agricultural calamity Added to this general depression the non cooperation movement in British India has emboldened several cultivators specially Jats, and they do not willingly pay revenue dues This puts Thikana into unnecessary litigation and expenses

(d) A new enhanced *Matmi tax has been imposed on the Thikana for* the last few years This has made the Thikana still more poorer

(e) The Bachat amount fixed by the Council has been recently doubled This has put the Thikana under further financial stringency

(f) The Thikana had to undergo the following heavy expenses in the last five years by contracting debts The pressure of the creditors has very much weakened the Thikana

(i) Maji Sahiba's Nukta was performed at an heavy expense of Rs 12,000 in 1929

(ii) Kanwar Jasinghji's Nukta had to be performed at an expense of Rs 5 000 in 1929

(iii) Marriage of Thikana's Tikai Bhanwarji was performed at an heavy expense of Rs 18 000 in 1932

(h) The mamla of the last three years on account of the reasons noted above is being paid by contracting debts amounting to Rs, 10 000 annually

(i) The marriage of two daughters is fast approaching and a further debt will have to be incurred for meeting their heavy expenses

(j) According to Mr Wills' Report para 141 the Thikana has suffered a loss of 47 villages but Khandela papers show a loss of 51 villages, the remission of eleven thousand rupees on this account is inadequate because the income of these villages is estimated to be approximately three Lacs of rupees

(k) Three villages namely Jankipura Gorian and Shampura were attached in Sambat 1925 No reduction in the tribute has been made on that account, nor have the villages been restored to the Thikana

Considering the facts and reasons submitted above there seems no ground for the enhancement of the present assessment which has remained unaltered

8 The importance of Amal daramad which includes usage, sufferance and Political Practice has been rightly emphasized in para 240 of Mr Wills Report If that principle be kept in view the three issues are automatically answered Lee Warner in his ' Native State of India' says —

"Whether even in the case of an Indian community claiming to be treated as Native State these divisible powers of Sovereignty vest in one Chief or are distributed and if distributed in what mode and to what degree they are distributed are questions of fact to be decided by the evidence of treaties or by that of usage and usage is the more cogent of the two .

Occasionally a conflict arises between the evidence of Writing and the evidence of usage and in such cases superior weight is given to the latter"

The principle is recognised by great modern Jurists such as Westlake and is accepted and insisted upon by the Government of India as the following extract from the Indian States Committee Report proves —

' The relationship of the paramount power with the States is not merely a contractual relationship resting on treaties made more than a century ago It is a living growing relationship shaped by circumstances and policy resting, as Professor Westlake has said on a mixture of history, theory and modern fact ..

We cannot agree that usage in itself is in any way sterile Usage has shaped and developed the relationship between the paramount power and the States from the earliest times almost in some cases as already stated from the date of the treaties themselves In all cases usage and sufferance have operated to determine questions on which treaties engagements and sanads are silent, they have been a constant factor in the interpretation of these treaties engagements and Sanads In the life of States, as well as of individuals, documentary claims may be set aside by overt acts, and a uniform and long continued course of practice acquiesced in by the party against whom it tells, whether that party be the British Government or the Native State must be held to exhibit the relation which in fact subsists between them '

Justice and Equity do not allow any deviation from established usage or interference with prescriptive rights

9 As His Highness has been graciously pleased to allow the Thikanas to submit their grievances this will be done in due course

10 The present financial condition of the Thikana when compared with that of year 1813 A D is rather worse than better for the reason noted below —

(a) For the last four years the cultivators of the villages Haud, Dulatpura Bhojpura, Padampura, Agloi Kanwarpura Bhoji ki Dhani, do not pay their rent in spite of utmost efforts of the Thikana even through the Revenue Department of the Jaipur Government on payment of even a fee of Rs 5

PART A — GRANT OF 1811 A D IN FAVOUR OF SIKAR (Kh No 107)

Sal Sambat 1870 *Ram*

Naqal Parwana Khas Mohar Karai miti Pri Bhadwa sudh 9 sal sambat 1870 sidh shri Maharajadhiraji Maharaja Shri Sawai Jagatsinghji deo bachnat Rao Raja Lachhmansinghji Sekhawat dise suprasid banchya apranch pargano Khandelo wa Rewaso gawan sudhan thane bakshyo tyan ki mamlati ka rupiya 51001/ chowan hazar ek sal bu sal bharbo kijo Miti sadar

TRANSLATION

A D 1811 *Name of God*

Copy of a Parwana Khas Mohar dated the first Bhadon Sudi 9 Sambat 1870 (1811 A D) After compliments from Maharaja Jagatsingh to Rao Raja Lachhman Singh Shekhawat The Parganas of Khandela and Rewasa with their villages are hereby granted to you You will continue to pay a revenue (mamlati) of Rs 51001/- year by year for the said parganahs Dated as above

PART B — EXTRACT FROM A LETTER FROM MISR SHIVNARAYAN TO RAO RAJA LACHHMANSINGH (S R NO 59)

• • •

Aur Pargano Khandela ko chyarun gadhyan sudho thane Darbar sun bakshyo jinki mamlat ka baras 1 ka Rupia 54000 Khandela ka Raja ke lage chha en mafiq the bharyan javo sal bar sal darpusht jaman khatar rakh thansu khechal na holi Miti Duja Bhadwa Budi 9 Sambat 1871 ka

TRANSLATION

And as for Parganah Khandela granted to you with four forts by the Darbar you should pay Rs 54000 per annum as its revenue as was paid by the Raja of Khandela, every year generation after generation You may rest assured No trouble will be caused to you Dated 2nd Bhadwa Budi 9th, St 1871 (= 1814 A D)

ARTICLES OF AGREEMENT OF 21ST OF JUNE 1818 A D

1 A Treaty of Peace and Friendship having been concluded between the British Government and the Sree Durbar of Jaipoor, it is agreeable to us — and we are ready to obey the orders of the Maharaja

2 The Jageers and Farms such as they were in the time of the elder Maharaja, we shall retain — all recent acquirements shall be disposed of according to the will of the Durbar

3 We shall not harbour Thieves – Zories — Thugs — Foreign or domestic Meenas — Baeegurias — Ladkanias, etc within our respective Jurisdictions Such of them as shall embrace Husbandry shall be allowed to remain — and if in (any?) case any shall be convicted of Theft or other Crime he shall be sent to the Durbar to receive punishment

4 Foreign or domestic merchants — Bunjaras — Beoparies, etc shall be protected from one Jurisdiction to another None shall molest them Should they be plundered, the owner of the place shall be responsible for the stolen property and it will rest with the Durbar to award further punishment

5 Conformably to order, we shall render service whether at Home or abroad agreeably to the usages of the Durbar — and whenever it shall please the Durbar to permit our Departure we shall return to our Homes On the day of the Dusehra we shall attend uncalled, to pay our obeisance

6 The Brothers Sons and Dependants of Chiefs who have separate puttas from the Durbar shall render service separately to the Durbar, and such as are natural dependants or relations shall render service to their proper Chief

7 Of old the duty levied on merchandize is the right of the Durbar, and to the Durbar it shall belong Whoever shall oppress the Merchants under the plea of former usage shall be punished The right of Zeemeendaree which of old belongs to the Bhoomia Zeemeendar, shall be received by him — besides which nothing in excess shall be demanded from the Beoparie

8 Formerly, Jageerdars, both old and new, remained on Duty, agreeably to the extent of his Jageer, throughout the year — but now the Durbar, thro' Benevolence has formed the whole into two divisions, each division to remain on service 6 months — and, on urgent occasions, the whole shall attend The Bhoomias also, agreeably to their former custom, shall attend and render service

9 No Sardar shall oppress his Ryuts, nor Tax them with Penalties without just cause

10 If from this writing there shall be any deviation, the Durbar shall act as to its Judgement shall seem best — in which no blame shall be attached to it No Brother or Son shall side with the offender God is witness to this writing

TRANSLITERATION OF THE HINDI VERSION OF THE ARTICLES OF AGREEMENT MADE IN JUNE 1818 BETWEEN MAHARAJA JAGAT SINGH AND THE THAKURS OF THE JAIPUR STATE

16 July, San 31 Asl arzi hamgi Thakurlogan ki ba-huzur nawishta budand wasul awurd

Sri Ramji

Naqal tarjuma Hindi arzi samast thakur Kachaha chota bara ki Maharaja Sahib Bahadur ki huzur men jo sal samvat 1875 ka men mafiq san 1819 Isvi ko rubru Nasir Uddolah General Sahib Bhadur guzre hue ko likhi gai so Jaipur ka Durbar ke Vakil Lala Rai Hardayal guzrani mesula tarikh pehli July san 1826 Isvi, Samvat 1882 ka Agenti daftar men pahunchi

Ariz samast Kuchahan ki malum hoi jo Sri Huzur sun mahan saran ne formai jo Angrez Bahadur ke aur apne dosti bandhi tin ko Qual Namo huvo so mahan saran ne qabul che hukam mafiq karsan Qasur nahin karsan

Bara Sri ji chatan jagir ijara che so rakhni siwai ghat bad hui che so Durbar ki marzi mafiq rakhni

Apna apni gawan ki sinvi men chori zori thagai desi pardesi mina Bagaria Ladkhani waghairah chor ne koi rakhe nahin Zamin bahe so raho aur kahe men chori taqsir hoi tin ne Raj men hazir karno Darbar sun saza dyo

Desi pardesi Binjari Sodagar Beopari waghairah jin ki sinva men ai utre tin ne zabta sun had par karno Koi lutba pave nahin Aur jin ki had men nuqsan hoi so mal ki nishan kare aur saza pave

Hukam mafiq des pardes men chakri karni aur Khavindan ki rukhsat sun gharan jano Dasehra ne baghair bulayan salam ne hazir hono

Sri Durbar se bhai beto kisi ko jagir ko patto nyaro pavto hoi woh alehdo nokri kare aur jo wanke *shamil khai piwe woh shamil kare*

Qadim sun jo hasil Darbar ki Rahdari ko muqarrar che wo hi rehsi aur jo koi we sun ziada aur koi Rahdari ke bahane Beopari sen khechal karego so saza pawego Aur haq zamindara aur Bhom ko jo leche so leo we siwai kuch khechal ne hoi Faqat

Jo qadim sun jagirdar nawa purana ap apni jagir par barah mahina chakri men hazir rahe cha ab riyayet aur maharbani ki nazar sun sab jagirdaran ka do hissa muqarrar huwa so ve mafiq apni apni choki par che mahina hazir raho

Aur jis vaqt Ham khidmat ki aur muhim zurur ki ban jai jab firi hukam mafiq hazir ho chi, aur Bhomian ki chakri ko jo sarisnto che so kaji Iyaveri aur koi apni raiyet par zulm zor kar sake nahin Aur jo koi kahe so kare to Darbar chahe so kare wen ki saza debo khavindan ne ghair lazim nahin, ve ko gilo kuch nahin, aur koi bhai beta we ke shamil hove nahin Parmeshvar ji bich che



TAFSIL THAKURAN WAGHAIRAH KI JYAN KA DASTKHAT EN ARZI PAR HUWA

Rajawat

Sher Singh Jagirdar Isarda ko
Rao Bahadur Salamat Singh Barwaro
Zorawar Singh Siras walo
Himmat Singh Watoda ka
Bahadur Singh Jhilai ka
Rawat Ranjit Singh Dhula ko
Fateh Singh Khirniwalo
Sheo Singh Bandhya ko
Berisal Bihetra ka
Harnath Singh Baler ka

Khangarot

Megh Singh Diggi walo
Ajit Singh Harsoli ka
Sawant Singh Palasoli ka
Berisal Bichun ka
Jiwan Singh Dudu ka
Nawal Singh Sali ka
Bhup Singh Mandha ka
Pratap Singh Jobner ka
Govind Singh Bhadwa ka
Samrath Singh Pahar Singh ka
Chand Singh Nagar ka
Udai Singh Boraj walo
Pirthi Singh Todri ka
Shatarsal Sobhagh Singh Sewa Sakhun ka
Nath Singh Mamana ka
Man Singh Padli ka
Sumer Singh Pachewar ka, Jagirdar
Chand Singh Sawarda ka

Marjad Singh Mor ka
Lachman Singh Dungrian ka
Kishornath Chir ka
Kishen Singh Uniara ka

Nathawat

Rawal Deo Singh Rajsar ka
Dungar Singh Kalwara ka
Jiwan Singh Moiya ka
Dungar Singh Saratpura ka
Sanwat Singh Baghawas ka
Hanwant Singh Bachoch ka
Ram Sahai ka Nathawat Sari eki mojud
Kishen Singh Chomu ka
Chatar Singh Chand Singh ka
Raj Singh Itawa ka
Dulch Singh Bhutera ka

Naruka

Rao Raja Bhiv Singh Uniara ka
Jawan Singh Maru ka
Bharat Singh Ladana ka
Mohkam Singh Lawa ka

Chaturbhujot

Bagh Singh Bagru ko
Mahtab Singh Pipla ka

Pichanot

Saleh Singh Sanbharia ka
Saleh Singh Birdala ka
Aman Singh Shahar ka

Sultanot

Chatrasal Baori Suroth ka
Pratap Singh Surajmal ka Dungrian ka
Chiman Singh Shri Kishenpuria ko
Mangal Singh
Sheodan Singh Kareia ko

Balepota

Nand Singh Malarna ko

Pratap Singh Gudha ka
Salim Singh Tantiawas ko

Hamirdeka

Bakhtawar Singh Bhurtia ka
Kesri Singh
Rao Chand Singh Gogawat Duni ka
Gulab Singh Marwa ka
Lichman Singh Ramgarh ka
Sheo Lal Khushal Singh ka

Rathore

Hari Singh Dawarduna ko
Bharat Singh Gijgarh ko

Kalyanot

Sawai Singh Bajupara ko
Madho Singh Khandela ka
Chander Singh Umaid Singh ka Beroj ka
Bhawani Singh Ramgarh ka
Ratan Singh Baryal ka

Kumbhani Mangal Singh Bans Khoh ka

Bankawat Raja Lachman Ram Lawan ka

Shekhawat.

Rao Raja Lichman Singh Sikar ka
Bakhtawar Singh Ladkhani, Bijawas ka
Bakhtawar Singh Khacharnawas ka
Sheo Singh Jhunjhunu ka
Berisal Ladkhani Dhingpura ka
Dastkhat Bakhtawar Singh ka Kahan Raja Abhey Singh ki salah sun kiya
Dastkhat Rao Hanot Singh ka Manoharpur ka
Dastkhat Raja Abhey Singh Khandela ka
Shyam Singh Jhunjhunu ka
Dastkhat Udai Singh Nawalgarh ka
Berisal Badhal ka
Bagh Singh ka

Sheobrahm Pota

Ram Singh Baniyana ka

Chander Singh Bhawan Singh Govind Singh Gudha Barnala ka waghurah ka

Badgujar Gopal Singh Arjan Singh Talchiri ka

Kunbhawat Raghunath Singh Bagwara ka

Balbhadrot.

Qayam Singh Achrol ka
Sukh Singh
Hindu Singh Bhadangpura ka
Kanh Singh Bhadangpura ka
Akhai Singh Bhadangpura ka

Chohan

Lal Singh Palmhera ka
Bakhtawar Singh Dovka
Rao Mohan Singh Kawa ka

Lachman Chand Jadam

Bhati

Karan Singh
Deo Singh
Ajit Singh

Brahman

Mahant Gambhiranandji
Misra Ganesh Narain

Mahajan

Rao Chatra Bhuj
Rao Sukhlal

Musalman

Nawab Najaf Ali Khan
Qazi Aziz Mohammad
Nawab Mohammad Husain

Miti Asarh Sudi 5 Samvat 1888 ka Cavendish Sahib Bahadur ke nam Farsi ai muqam Ajmer Hindvi likhi banda Kishore Chand Ilaqa dafter Vakalat

Note —The original Hindi copy bears the initials "R C It is believed that these are the initials of the Hon'ble Mr R Cavendish

Note.

1 A Hindi version of the Articles of Agreement between Maharaja Jagatsingh and the Thakurs of the Jaipur State, framed at Sir David Ochterlony's suggestion in June 1818 was found on the 23rd of October 1935 among the State Records The proceedings of the Inquiry Committee appointed to report on the relations between H H the Maharaja and certain important Thikanas were closed in March of this year and I am asked to state my views as to the significance of the paper which has now come to light and of which a copy and transliteration have been sent to me

2 I cannot attempt a description of the document recently found, as I have not seen it It is certain that this is not the original paper signed by the Thakurs in 1818 for the preamble refers to the Late General Ochterlony (who died on the 14th of July 1825) and recites that the document reached the Political Agent's Office on the 1st of July 1826 There are also endorsements dated the 16th of July 1831 and Asarh Sudi 5 Sambat 1888 which to me suggest that possibly the document now found is a copy made in 1831 of another earlier copy made in 1826 At the same time, it is clear beyond all questions that this paper is an authoritative copy of the Hindi document signed by the Thakurs in June 1818

3 It is possible that the paper now produced was given by the Superintendent of Ajmer Mr Cavendish to the Jaipur State when the Jaipur Political Agents Office was closed This closure occurred in 1831 Capt Low Political Agent at Jaipur having been nominated Resident at Gwalior the Agency was transferred to the Superintendent of Ajmer the Hon ble Mr Cavendish' The Jaipur Political Agent's Office was not reconstituted until 1838

4 The newly found document really tells us nothing that we did not know before, but it is of the highest *confirmatory* value in relation to the recent Inquiry We already possess English and Persian versions of the Articles of Agreement — and the English version is that on which the orders of the Government of India were passed The Hindi text adds nothing so far as the terms of the Agreement are concerned A list of Thakurs who signed the Agreement is appended to the new document and may be accepted as authoritative But this again adds very little to the evidence elicited in the course of the Committee's Inquiry We already possess Ochterlony's separate personal testimony to the fact that Sikar, Khetri and Uniara each signed the Articles of Agreement The new paper therefore only serves once more to confirm what has already been conclusively established by other evidence

5. One minor point in the recent Inquiry is now more fully elucidated In para 103 of the Panchpana Singhana Report the Committee wrote 'After Ochterlony's death in 1825 the very Articles of Agreement were rapidly forgotten, with the result that after 1830 the status of the Feudatory Thakurs was altogether misinterpreted by the local Agents of the British Government" *It is now possible to be more precise* It is certain that the Articles of Agreement were known to Mr Cavendish in 1831 It is equally certain that they were unknown to his successor Lt Col Lockett The year 1832 A D may, therefore, be accepted as the date from which the Articles passed into oblivion Col Brooke's history (quoted in P S Report page 62) significantly observes that 'from the time of the departure of Mr Cavendish to the reconstitution of the Agency in 1838 the records are very defective'

6 The new document also facilitates the refutation of some of the more extravagant arguments advanced by the Thakurs For example, the Thakurs of Sikar, Panchpana-Singhana and Uniara argue that they belonged in 1818 to a special class distinct from that of the other Thakurs of the State — Mr Jackson on behalf of the P S Thakurs maintaining that the Articles of Agreements applied only to the Thakurs of Jaipur Proper The new paper now found, with its full list of Signatory Thakurs entered according to their sub clans (*Thanp*) shows that Sikar Khetri Uniara etc were at that time treated precisely as all the other Thakurs were treated The Articles were of general application and were signed by all This was sufficiently obvious from other circumstantial evidence and from the orders of the Government of India at the time But this new paper provides a simple and direct proof of the correctness of the Committee's conclusion on this point

7 Again Mr Jackson fancifully argued that the 8th of the Articles of Agreement in English and Persian which affirmed the Durbar's right to Rahdari was a mis translation of the original Hindi (see para 88 of the P S Report) This idle supposition is now disposed of The English version ('of old the duty levied on merchandize is the right of the Durbar and to the Durbar it shall belong ') and the Persian version (az qadim rusum-i-rahdari haqq i Darbar ast dar Darbar khwahad mand ') are rendered with sufficient accuracy in the Hindi version now made available ('Qadim sun jo hasil Darbar ki rahdari ko muqarrar chhai wohi rahsi")

8 *The Hindi version further confirms the meaning of* chakari " and Jagir ka patta Chakari clearly means military service ' in both the Articles 5 and 8 in which it occurs This places the Committee's interpretation of P S 330B in Appendix M referred to in para 58 of the P S Report beyond the reach of criticism The expression " Jagir ka patta " in the 6th Article of the Hindi version, which is translated in the English version

by the single term "putta", is also significant These words occur repeatedly in connection with the deductions allowed to the Sardars of Panchpana-Singhana (see para 56 of the P S Report), and their use in the Articles of Agreement not only confirms the Committee's conclusion that these deductions were for military service, but makes it certain that the reference in those Articles to Jagirdars and Jagirs was made applicable to all the Thakurs, and was just as binding upon Jagirdars in Shekhawati as upon Jagirdars in any other part of the State

9 In short, the recent discovery, though it tells us little or nothing that is new, provides emphatic confirmation of the correctness of the Inquiry Committee's conclusions at every point at which it has any bearing on those conclusions The document, being couched in idiomatic Jharshahi, should carry conviction even to those Thakurs of the State who cannot study the Committee's Reports, and should satisfy them that a fundamental settlement between the Maharaja of Jaipur and his Thakurs was in fact, officially formulated in June 1818 in connection with the British Treaty of that year

BEACONSFIELD (Sd) C U WILLS

30/11/1935

THREE-YEARS LEASE IN FAVOUR OF SIKAR IN 1818 A D (Kh No 100)

Sri Ramji

Manzur

Likhtan Rao Raja Lachhman Singh Shekhawat Sikar ka atra pargana Khandelo Rowasa Ijara liyo sambat 1875 la sambat 1877 tin baras 3 ko ta tih ka rupaiya ta zail

Sambat 1875 ka
9001
Sialu Unhalu
4700 1001

Sambat 1876 ka
9001
Sialu Unhalu
45001 45000

Sambat 1877 ka
9001
Sialu Unhalu
15001 15000

Asarh sudi 1 sambat 1871 ko dastkhat Rao Raja Lachhman Singh ka mafiq likho saru

Sriji Sahai Rao Raja Lachhman Singh Shekhawat.

TRANSLATION.

The Name of God

Sanctioned

Original agreement on the part of Rao Raja Lachhmansingh Shekhawat of Sikar I have taken the lease (Ijara) of the parganahs of Khandela and Rowasa with effect from 1818-19 to 1820-21 A D for three years on payment of the sums detailed below —

1818 19	Autumn crop	45 000
	Spring crop	45 001
	Total. .	90 001
1819 20	Autumn crop	45 001
	Spring crop	45 000
	Total ...	90 001
1820-21	Autumn crop	45001
	Spring crop	15000
	Total.. ..	90 001

Dated the 4th of July, 1818 A D

Signature of Rao Raja Lachhmansingh

The above agreement is accepted

(Seal of Rao Raja Lachhmansingh Shekhawat)

FOUR YEARS LEASE IN FAVOUR OF SIKAR FROM 1821 A D (Kh No 412)

Shri namji

Likhtu Rao Rajaji Lachhman Singhji ko gumasto atra pargano khandelo ko ijaro kiyo sa 1878 lagat sa 1881 tain baras char ko mafiq tafsil rupiya dena

Sa 1878 ka me rupiya	Sa 1879 ka rupiya	Sa 1880 ka me rupiya	Sa 1881 ka me rupiya
1 20 000/	1 29 000/	1 29 000/	1 29 000/-

Mul arra baras char ka rupiya 5 07 000/ ank e panch lakh sat hazar rupiya hal dena age likhtang Khandela ki chhi jimain ko Sungata ko huyo to iko sun gata leno Miti Besakh sudi 9 Sa 1878 ka Da Multan Mal ka Hukam Rao Rajaji ka su l khyo

TRANSLATION

Name of God

Original agreement of the Gumashta of Rao Raja Lachhman Singh The Ijara of Parganah Khundela has been taken for four years from 1821 22 to 1824 25 Payments will be made as detailed below —

1821 22	Rs 1 20 000/
1822 23	Rs 1 29 000/
1823 24	Rs 1 29 000/
1824 25	Rs 1 29 000/
The Total for 4 years	Rs 5 07 000/ in current coin

If the payments under the previous agreement were in worn coin then payments will also be in worn coin Dated Baisakh Sudi 9 St 1878 (1822 A D)

Signed by Multan Mal under the orders of Rao Rajaji

TRANSLATION OF AN OFFICIAL LETTER OF 1826 A. D

Rao Raja Lachhmansingh Shekhawat of Sikar took the Ijara of the Khandela and Rewasa Parganahs for three years from 1818-19 to 1820 21 A D on an annual assessment of Rs 90,001 When the three years expired, it was proposed to make the Parganahs Khalsa and Capt Stewart was requested to have the territory made Khalsa, since the Ijara had terminated On this Capt Stewart wrote to the Rao Raja and sent out Hukam Chand Sanghi with an armed force and a message that if he (the Rao Raja) did not vacate the tract, a British force would be summoned and he would be punished The Rao Raja was also informed that his Ijara had expired and that he was to vacate the area The letter and the force were sent, whereupon the Rao Raja said he would present himself before his sovereign (*i e*, the Rani-Regent) and would comply with any orders issued Later the Rao Raja came here (to Jaipur) and sent word (to the Rani-Regent) that the forts of Khandela etc were entirely hers and that he presented the keys of the forts and that the Parganahs and forts could be handed over to whomsoever she might select and given to whomsoever she chose, but that, if she consented to his keeping them in his possession he would continue to retain them and would pay a fine to meet the cost of the force that had been sent and would give an enhanced Ijara payment for a four years lease Thereupon an order was passed that he might hold the Ijara for four years and the Rao Raja wrote an application agreeing to pay a fine of one lakh and to take a four years lease as detailed below —

	Rs		Rs
For 1821 22 A D	1 20 000	For 1823-24 A D	1 29 000
„ 1822 23 A D	1 29 000	1824 25 A D	1 29 000

He agreed to pay as above saying that after the lease was over the Rani-Regent could do as she pleased When the period of four years was nearing completion I said to the Colonel that we wanted the tract vacated whereupon the Colonel said, let us wait till the four years are up On the expiry of the four years the Colonel went to the spot and wrote to the Rao Raja that now the four years lease is over he should vacate the tract and clear off all arrears Thereupon the Rao Raja made excuses and a force was sent against him He then vacated Khandela with the exception of three places but in return began to make trouble in villages belonging to the State Then I said to the Captain First he took an Ijara and when the Ijara had expired and he was asked to vacate he starts making trouble and you sit quiet Then the Captain said I have reported the whole matter and Mr Metcalfe has sent me instructions that I should not take disciplinary action until I am fully acquainted with the facts of the case The State forces may do as they please' Hence I have written the whole story and you should think well over the matter and give such warning to the Rao Raja as you may think fit

Four copies of this paper were sent on Baisakh Budi 2 St 1882 (1826 A D) through Sanghi Hukumchand — two were sent to Rai Kundanlal through Bhima Jamadar one was sent to Capt Low and one was retained in the palace

EXTRACT FROM POKARRAM KAYASTH'S LEASE OF 1835 A D. (Kh No, 422)

Sriramji

Manjur

Likhtan Pokariam Kayath atra pargana Khandela ki khijmat Mal Sayir Bhomi Kuli habubayat sudha ijara lini i Bhadwa su 3 sambat 1892 la Bhadwa sudi 2 sambat majkur ba ma. 13 ka liya tika rupaya 90,001 anke niwe hajar ek hali ka dena ta zail —

[details omitted]

TRANSLATION

The Name of God

Sanctioned

Agreement of Pokarram Kayasth I have undertaken the obligation of an Ijara for parganah Khandela, including Mal, Sayai, Bhomi Kuli Habubayat, with effect from Bhadon Sudi 3, St 1892 (1835 A D) to Bhadwa Sudi 2 of the same year, for 13 months on an assessment of Rs 90 001 in current coin as detailed below

[details omitted]

IJARA ISTIMRAR OF 1836 A. D IN FAVOUR OF PRESENT HOLDERS (Kh No 424)

Manzur *Sri Ramji*

Likhtan Raja Abheysingh Lachhmansingh Shekhawat ka gumashta atra pargana Khandela Rewasa ko ijaro istamrari Darbar sun mhan ke Mal Sayar, Bhomi, kulli habubiyat sudhan ko I sambat 1893 the salina rupaya 80 001 anko rupaya hasi hazar ek doya-par chalan Khandela ke tafsil zail thahriya

Pana Raja Abhey Singh ko rupaya 48 001 Pana Raja Lachhmansingh ke rupaya 32 000

Bah tafsil zail doya par ka 1 600 Batto ru 78 400 ka 2 400 mu rupaya 4 000 baqi rupaya 76 001 anko rupaya chhatar hazar ek hali ka tafsil zail bharna —

Sakh Sialu main 35 001 Sakh Unhalu main 41 000

Asoj Sudi 15	Pos Sudi 15	Chet Sudi 15	Asarh Sudi 15
15 001	20 000	17,000	24 000

In bhanti mafiq qistan rupaya khazane mal ke bharsyan ar Pargana main amal khalsa ko chhai ti mafiq rakh syan miti Jeth Sudi 13 sal Sambat 1892 ka da Raja Abheysinghji ka Gumashta ka da Raja Lachhmansinghji ka Gumashta ka

Shri Ramji Shri Gopinathji Sahaya

Shri Gopinathji Sahai—Raju Sewak Raja Lachhmansingh Shekhawat Saru

TRANSLATION

Sanctioned *The Name of God*

Agreement by the Agents of Rajas Abhaisingh and Lachhmansingh

The Ijara Istimrar of the Khandela and Rewasa parganahs has been settled by the Darbar with us including Mal Sayar Bhomi Kuli Habubayat with effect from Sambat 1893 (1836 A D) on an annual assessment of Rs 80 001 with Do Par in use in Khandela as detailed below —

Pana Raja Abhaisingh Rs 48 001 Pana Raja Lachhmansingh Rs 32 000

Deductions as detailed below —

Do par Rs 1 600 Batta of Rs 78 400 = Rs 2 400

Total deductions Rs 4 000 The balance of Rs 76 001 of current coin to be paid as follows —

Autumn crop Rs 35 001 Spring crop Rs 41 000

Asoj Sudi 15	Paus Sudi 15	Chait Sudi 15	Asarh Sudi 15
Rs 15 001	Rs 20 000	Rs 17 000	Rs 24 000

In this way in accordance with the instalments we will make payments into the Revenue Treasury and we will take possession of so much of the Parganah as is under Khalsa

Dated Jeth Sudi 13 Signed by the Gomashta of Raja Abhaisingh

Sambat 1892 (1836 A D) Signed by the Gomashta of Raja Lachhmansingh

Seal of Raja Offered Seal of Raja Accepted

ORDERS FOR REMISSION OF RS 11,000 IN 1839 A D

PART A *Shri Ramji.*

Arzi Khandela ka Raja Kishansinghji Lachhmansinghji ka gumashta ki malum hoya apranch Khandelo mhan ke Qadim sun chhai rupaya hazar 45 000 mamlat ka de chha ar Pargana ka taliqa main gaon 181 chha *jyan main gaon* 29 Sikar ko Thakur pahlyain zabardasti sun dab lina, gaon 9 Danta ka Thakuran niche dab gaya gaon 37 inam men nisar gaya, Bhayap ka gaon Bhayap niche chhai hi ti sun Raj ka rupaya kharIya gaya nahi, tad sambat 1854 sal main Pargano khalse ho gaya pachhe sambat 1869 sal bohra Khushaliramji ki Musahibi main Pargano Hazur sun mhan ne dino ar rupaya 60 000 mamlat ka bandha so rupaya zabar bandhya pachhe Sikar ke Thakur Mir Khan ji ne shamil ler jhagro kar ar pargano mhan sun chhurai lino pachhe Sambat 1882 sal sun pargano Khalse Raj main kar lino so baras 11 Raj main khalse rahyo, so rupaya 75 000 hazar siwai ijare huwo nahin ti main rupaya 35 000 parganayati kharach *main wa sipah rahi tin* ka *haq main jata, rupaya 40 000 khazane jama* hota pachhe sambat 1893 ki sal hazur sun Pargano mhan ne pher debo bicharyo bara Sahib ka kahba sun rupaya 76 000 mamlat ka bandhbo bicharya Sikar ka gaon 11 Sambat 1885 sal rupaya 4 000 aur ijare kara lina Sanghi Jhuta Ram kana pargana Mazkur ka so niyara rakhbo bicharya tad mhe sawal kiyo rupaya 60 000 pahli bandhia chha so jad bharya gaya nahin jad mhan ki zamin chhuti ab rupaya 76 000 mamlat ka lebo bicharya ar gaon 11 Sikar kan ne ijare dina so bhi niyara rakhyo chawe jad mhan ko nibhbo hoya nahin, jin upar Rawlaji Sahib kahi so the mhara kahba sun Thikana to ja baitho, Sikar kan ke niche gaon chhai so bhi than ka than ne Raj diwa desi ar mamla ka bhi nibhaw than ko ho jasi so Raja Abhey inghji ke bai 2 do kanwari chhi, bina Thikane baithyan sambandh huwo nahin, in lachari sun Rawalji Sahib ko kahbo saru kiyo, so bayan ka byah bhi hal huwa nahin Rawalji Sahib bhi kahi chhi jyan ne bhi so baras puj gaya wan to pahla hi baras main na dari sige rupaya 10 000 baqi rakh diya chha ab baras 2 do main rupaya 27 000 aur baqi rah gaya ar rupaya 40 000 watha ka bohran ka dena rahya, pargana ka gaon to niyara niyara Sikar wagaire dab gaya Thikana ko namun rah gayo so ab Raj in bat ne bichar ar Thikano banyo rahai so kirbi main awe Aswar 20 talab ka baithya chhai so talab sun nibhbo hoya nahin aglo dhab bandhyan bina bohra dhije nahin — miti—

PART B. *Shri Ramji*

Naqal kagad Major Thursby Sahib Bahadur, Agent, Raj Jaipur ki taraf se Raja Lachhmansinghji Kishansinghji Khandela kan ke nam

Siddh shri sarbopma jogya Raj Shri Kishansinghji Lachhmansinghji jog Major Thursby Sahib Bahadur likhawtang mujro banchjo atha ka samachar bhala chhai Raj ka sada bhala chahi jo apranch khat Raj ka hamare nanv aya wa Raj Jaipur ka Panchun Panch Sardaron ke nam aya Raj ne Khandele par mamlat ke rupaya bahut ziyade *hone* or *Khandele ke gaon* kam *ho* jane ka

ahwal likha So albatta hamari or Panch Sardaron ki danist main aglo mamle main so kuchh kam karna munasib malum huwa, is waste saintis hazar rupaya jo aglo mamle ko baqi hain jin main so das hazar rupaya Raj ki bai ko biyah ko Niote sige or giyare hazar rupayo agari so sal dar sal mamle main kam kiye so sattais hazar to baqi ko ada karo or giyare hazar sambat 1896 ko Bhadwa Sudi 2 so kam huwo so minha kar pensath hazar mamle ko chhiyanawe ko shuru sal so sal dar sal diya jao Yeh tajwiz hamari or Panchon Panch Sardaron ki salah so hui hai so ab baqi mamle ki to bebaqi or ayanda kun pakki sabil qist mafiq ada karne ki kar dewoge. Miti Kati bud 13 St 1896 ka

TRANSLATION

The Name of God

Part A.—The petition of the Agent of Raja Kishansinghji and Lachhmansinghji of Khandela

Khandela is held by us from of old We used to pay a Mamla of Rs 45,000, but of the 181 villages in the parganah 29 villages had previously been forcibly usurped by the Thakur of Sikar, 9 villages were encroached upon by the Thakur of Danta, 37 villages went away in grants, and the villages of our relations have always been with them In consequence we could not pay the State demand and in 1797 A D our parganah was made Khalsa Later in 1812 A D when Bohra Khushaliram was Minister, the Parganah was given back to us by the State but an excessive assessment of Rs 60 000 was fixed as Mamla Later the Thakur of Sikar, with the help of Amir Khan, quarreled with us and ousted us from the Parganah Later from 1825 A D the Parganah was included in the State Khalsa and remained so for 11 years during which time the Ijara assessment never exceeded Rs 75 000, of which Rs 35 000 went in local expenses and the maintenance of troops leaving only Rs 40,000 for credit into the State Treasury Later in 1836 A D Hazur proposed to give us back the Parganah and proposed, at the suggestion of the Bara Sahib, to fix the Mamla at Rs 76 000 Now it was proposed to maintain the separate possession of 11 more villages of the said parganah which had passed to Sikar in 1829 A D on an ijara for Rs 4 000 under the orders of Sanghi Jhutharam Whereupon we protested that we lost the tract formerly owing to our inability to pay an assessment of Rs 60 000 and yet they proposed an assessment of Rs 76,000, in spite of the fact that the 11 villages, given on Ijara to Sikar were to be kept out of our possession Consequently we would not be able to make ends meet Whereupon Rawalji advised us to occupy the Thikana, as we should get back the 11 villages in Sikar's possession and the Mamla would be reconsidered Now Abhaisinghji had two unmarried daughters and they could not be settled unless we took the Thikana So in desperation we accepted Rawalji's advice but the girls are not married yet and Rawalji, who gave us these promises, is dead He himself had, in the first year, shown an

outstanding of Rs 10 000 against us which was due to our poverty, and now another Rs 27 000 has accumulated against us in the last two years, and we also owe Rs 40 000 to the Bohras The parganah villages have been encroached upon on all sides by Sikar and others, and the dignity only of the Thikana remains with us The State should consider all this and do what it thinks proper to save the Thikana We have a body of 20 Horse billeted on us (for arrears) and we cannot bear the expense The Bohras wont give us credit unless our previous accounts are settled Dated

Part B ***The Name of God***

Copy of a letter from Major Thoresby Agent in the Jaipur State to Rajas Lachhmansinghji and Kishansinghji of Khandela

After compliments Your letter to my address and that addressed to the Panch Sardars of Jaipur State have been received You complain that the Mamla assessment for Khandela is relatively very heavy and that the villages are relatively few Now in my and the Panch Sardars' opinion there is valid justification for some reduction of the Mamla originally fixed So out of the Rs 37 000 arrears under the original assessment Rs 10 000 is written off as a wedding present for the lady of your family and the remaining Rs 27 000 you will have to pay A reduction of Rs 11 000 will in future, be made year by year in your Mamla with effect from Bhadwa Sudi 2 Sambat 1896 Making this reduction you will in future pay Rs 65 000 year by year from the beginning of 1896 This has been agreed upon between me and the Panch Sardars So in future there must be no arrears and payments should be regularly made in accordance with the instalments fixed

Dated Katik Budi 13 Sambat 1896 (= 1839 A D)

ORDER OF 1843 A D FOR THE REMISSION OF Rs 5 000

Sri Ramji

Naqal kagad karar miti katik bu 1 st 1900 Sidh sri sarabopma jogya rajaji sri Kishansinghji Lachhman Singhji ko nam Panch Sardaran ki taraf se apranch kagad raj ko ayo samachar banchia likhi mhan ko raj ka mamla ka rupaiya 65 000 lage so mamlo to ziada ar paidayas kamti kai thikana men karazdari ziada ho gai tinsu nibhao hoya nahi so men chhut huwa nibhao hova so durast chhe Thikana men karazdari ne dekh mafiq salah Major Thursby Sahib Bahadur ko wa mha ko rupaiya 5 000 anko panch hazar 1 sal h sialu st 1900 the raj sun maf kiya chhe so janola baki rupaiya 60 000 anke hi sath hazar baki rahya so raj kist doya men sal dar sal raj ko khajane jama karayan jawola miti sadar

TRANSLATION

The Name of God

Copy of a letter dated Kati Budh 1 St 1900 (= 1843 A D) from the Panch Sardars to Rajas Kishansinghji and Lachhmansinghji Your letter has been received and the contents read You write that your net assessment stands at Rs 65 000 and that, as the mamla is heavy and the production (*paidaish*) small you have become heavily indebted and cannot make ends meet, but that you can do so if some remission is given This is accepted and you are hereby informed that in consideration of the indebtedness of your Thikana we and Major Thoresby are agreed that with effect from the autumn crop of St. 1900 (1843 A D) Rs 5 000 be remitted by the State The balance of Rs 60,000 you will continue to pay year by year in two instalments into the State Treasury Dated as above

COUNCIL RESOLUTION NO. 5 DATED 19TH OCTOBER, 1926.

Copy of Resolution No 5, passed at a meeting of the Council of State held at Mubarak Mahal on Tuesday the 19th October, 1926

5 Read—Letter No 5901/13-M-11, dated the 30th July, 1926, and 2nd August, 1926 from the Superintending Engineer forwarding suggestion of the Assistant Mining Engineer to the effect that—

(a) Kunkar, limestone, patti kathi, sand, quartz, sandstone, trap, slate, ochres, marble, granite, ballast, cheza-stone and pottery clay, be defined as "Minerals under Quarry rights", and

(b) all precious stones, all metals, coal, oil and other minerals, with the exception of the above-mentioned minerals given in list *(a)*, be termed as "Minerals under mining Rights"

Resolution No. 5. Resolved that the classification of the Minerals as suggested by the Assistant Mining Engineer be approved for purposes of definition only

NOTE BY STATE GEOLOGIST ON MINERAL RESOURCES OF KAHNDELA

* * *

This Thikana does not allow the State Geological Department to prospect for minerals within its limits My knowledge of its mineral rescources is, therefore, based on a few samples of minerals, collected by the employees of this department during their occasional visits, and on scattered references about the geology of the Thikana found in the Records of the Geological Survey of India.

Major Minerals

The only major mineral occurring in this Thikana of which I have any knowledge is Muscovite — commonly known as Mica This mineral occurs at Kanpura (Khandela Bara Pana) and was leased out by the Thikana to a contractor named Gopinath, who exported a large quantity of the same to Calcutta in 1929, where I first saw it The mineral was of good quality Samples brought from this deposit by the employees of the Mining Department were found to be equally good Regarding the value of this occurrence, all that I can say is that a deposit of mica of similar size and quality, when found in Khalsa lands, usually brings in a revenue of Rs 500/- to Rs 1,000/- yearly to the Mining Department From the nature of the rocks (schists) in this Thikana I have little doubt that prospecting operations, if allowed, will reveal other occurrences of mica of equal value No other mineral has been reported, though there are large exposures of rocks within the Thikana belonging to the same geological group as those in which the valuable copper deposits of Khetri and Babai occur

Minor Minerals

There are many quarries of building stone within the Thikana, but the only one of which I have any definite and reliable information is the schistose quartzite quarry at Goety (Khandela Bara Pana) Huge slabs – as good as those obtained in the State quarry at Bhankri—suitable for roofing and flagging purposes are obtained from here A quarry of this magnitude in Khalsa lands usually brings in a revenue of Rs 5000/- to the Mining Department yearly Another Minor Mineral, found in Khandela and sold by Jaipur Jewellers cut into smooth ovoid beads, is a slightly clouded greenish quartzite spangled with small scales of silvery mica I have no information regarding its actual value, but I do not think it has any commercial importance,

Sd/ W CHAUDHRI
State Geologist, Jaipur 15 1-34
Sd/ STATE ENGINEER
P W. D Jaipur 15-1-34

goods passing through Khetri by road from foreign territory to Torawati or elsewhere This seems a practicable and fair solution The same question has been raised by Umara

(9) In connection with the Shekhawati tariff, subsidiary questions arise in connection with duties on grain and sugar Seeing that the State under treaty obligations has bound itself not to levy duty on sugar etc, except in towns of a population of 5,000 and upwards, Shekhawati is bound by the same obligation and the levy of duties on sugar is ultra vires

Again, we are entitled to claim that the general rule that no duty shall be levied in the Jaipur State on food grains shall be observed in Shekhawati and the recent decision to allow free export to Shekhawati will give us a lever for insisting that these duties shall be removed

Sd L W Reynolds C I E, M C, I C S President of Cabinet 25 3 1925

Copy of Resolution No 11 passed at a meeting of the Mahakma Khas held at Mubarak Mahal on Friday the 17th July, 1925

11 Resolved that the Thikanas in Shekhawati be informed that the Raj has been pleased to remit transit duty on goods imported by road or rail into Shekhawati from foreign territory, provided bulk is not broken in Jaipur State territory, also that the Durbar cannot permit the levy of duty by the Thikanas on goods in transit through Shekhawati into Jaipur State territory and the levy of duty by the Thikanas on Sugar Gur, etc, which is not permissible under treaty obligations between the British Government and the Jaipur State

NOTE BY THE PRESIDENT AND COUNCIL RESOLUTION NO 11 DATED THE 17TH JULY 1925

No settlement has yet been reached regarding the levy of Raj customs on goods exported into Shekhawati The position so far as I understand is as follows —

(1) The Raj has recognised the right of Shekhawati Thikanas to levy their own customs duties In fact the whole tract has been treated as Gair Ilaqa

(2) Prior to the construction of the Shekhawati line duty was charged on all dutiable goods exported from Jaipur into Shekhawati

(3) When however the Shekhawati line was extended difficulties arose as many of the stations are situated in Jagir villages and the Jagirdars object to the establishment of State customs posts in such villages

(4) It was suggested that this difficulty might be overcome by making an arrangement with the Railway Company to collect the State customs dues The objections to this expedient are —

(*a*) that the negotiations hitherto opened with the Railway Company do not give much promise of the conclusion of a satisfactory working arrangement

(*b*) the levy of State customs duties in addition to those levied by the Thikanas will kill all traffic on the line and the State will lose heavily by the diminution of railway receipts

(5) Prior to the opening of the railway the State customs barrier lay across the line of communication between Shekhawati and foreign territory on the south — goods therefore in transit to Shekhawati from such foreign territory presumably paid import duty on import into Jaipur territory and export duty on export from Jaipur territory into Shekhawati goods imported into Shekhawati from the north and west paid no State duty In other words the duty charged was a transit duty

(6) It is clearly impossible for customs purposes to treat Shekhawati as part of the Jaipur State as no Raj customs posts can be established on the eastern western and northern frontiers The logical conclusion is that it must be treated throughout as foreign territory

(7) If this position is accepted it follows that transit duties should not be charged *i e* the Raj should levy no duties on goods in transit from foreign territory to Shekhawati whether by road or rail provided bulk is not broken, and similarly no Thikana in Shekhawati should be entitled to levy duty on goods in transit through Shekhawati to Jaipur proper

(8) Khetri has suggested that all customs duties should be reciprocally abolished as between Khetri and Jaipur This is clearly impossible as we do not control the external frontier of Khetri In the alternative it has been suggested that goods consigned from foreign territory to Khetri by rail should be admitted free of Raj customs duty Khetri on its part levying no duty on

goods passing through Khetri by road from foreign territory to Torawati or elsewhere This seems a practicable and fair solution. The same question has been raised by Umara

(9) In connection with the Shekhawati tariff, subsidiary questions arise in connection with duties on grain and sugar Seeing that the State under treaty obligations has bound itself not to levy duty on sugar etc, except in towns of a population of 5,000 and upwards, Shekhawati is bound by the same obligation and the levy of duties on sugar is ultra vires

Again, we are entitled to claim that the general rule that no duty shall be levied in the Jaipur State on food grains shall be observed in Shekhawati and the recent decision to allow free export to Shekhawati will give us a lever for insisting that these duties shall be removed

Sd L W Reynolds, C I E, M C, I C S, President of Cabinet 25 8 1925.

Copy of Resolution No 11 passed at a meeting of the Mahakma Khas held at Mubarak Mahal on Friday the 17th July, 1925

11 Resolved that the Thikanas in Shekhawati be informed that the Raj has been pleased to remit transit duty on goods imported by road or rail into Shekhawati from foreign territory, provided bulk is not broken in Jaipur State territory, also that the Durbar cannot permit the levy of duty by the Thikanas on goods in transit through Shekhawati into Jaipur State territory, and the levy of duty by the Thikanas on Sugar Gur, etc, which is not permissible under treaty obligations between the British Government and the Jaipur State.

NOTE BY THE REVENUE MEMBER AND COUNCIL RESOLUTION NO 15 DATED 29TH OCTOBER 1927.

Thikana Ranoli has filed an application for revision of the Revenue Department's order dated March 31, 1927, and, as the matter is one of considerable importance, I submit the case for the orders of the Council

2 The point at issue is whether Thikana Khandela is entitled to realise Customs duties on goods imported into Ranoli Members will remember that on Dec 22, 1926 the Council decided that Ranoli must pay tribute through Khandela This being so I think that it follows that Ranoli can have no independence as regards customs and the right of realising customs which has been recognised to belong to Khandela includes the right to realise them on goods imported into Ranoli It has been proved that Khandela exercised this right in the past A kaifiyat of the Council, issued in 1890 mentions the granting of an ijara for the realisation of customs in all the villages of Khandela including Ranoli Khandela has produced accounts for the period St 1940-75, which show that the Thikana realised customs on goods imported into Ranoli There is also a letter in which the Thakur of Ranoli himself asked the Raja of Khandela to exempt him from the payment of customs on certain goods imported by him in connexion with his daughter's marriage It appears that Ranoli in recent years has started the practice of realising customs as part of its policy of setting up independence of Khandela, but this practice is a contravention of the previous practice and should be stopped Ranoli has mentioned the cases of Khur and Kuchhur Khur has been independent of Khandela for a very long time, and pays its tribute directly to the State Kuchhur is on the same plane as Ranoli This Thikana also collected customs but it has now voluntarily resumed its subordinate position, and its practice of realising customs separately has presumably been discontinued.

3 I recommend that the petition be rejected

4 Submitted in Council Sd C. L. Alexander, R M 16 VIII-27.

Copy of Resolution No 15, passed at a meeting of the Council of State held at Mubarak Mahal on Saturday the 29th of October, 1927

15. Read Revenue member's note, dated the 16th August 1927, on the application of the Thikana Ranoli for revision of Revenue Department's order dated the 31st March 1927 regarding the right of Thikana Khandela to realise customs duties on goods imported into Ranoli

The Revenue Member recommends that, as it has been decided by the Council on 22nd December 1926 that Ranoli must pay tribute through Khandela, Ranoli can have no independence as regards Customs, the revision application be rejected

Resolution No. 15. Resolved that the revision application be rejected.